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20 *(ADDITIONAL COUNSEL IN*
21 *SIGNATURE BLOCKS)*

22 UNITED STATES DISTRICT COURT
23 NORTHERN DISTRICT OF CALIFORNIA
24 OAKLAND DIVISION

25 UNILOC 2017 LLC,

26 Plaintiff,

27 v.

28 GOOGLE LLC,

Defendant.

Case Nos.: 4:20-cv-04355-YGR;
4:20-cv-05330-YGR; 4:20-cv-05333-YGR;
4:20-cv-05334-YGR; 4:20-cv-05339-YGR;
4:20-cv-05340-YGR; 4:20-cv-05341-YGR;
4:20-cv-05342-YGR; 4:20-cv-05343-YGR;
4:20-cv-05344-YGR; 4:20-cv-05345-YGR;
4:20-cv-05346-YGR

**DEFENDANT GOOGLE LLC'S
RENEWED MOTION TO DISMISS FOR
LACK OF STANDING**

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TABLE OF CONTENTS

Page

I.	INTRODUCTION.....	1
II.	STATEMENT OF ISSUES TO BE DECIDED (L.R. CV-7(A)(1)).....	2
III.	FACTUAL BACKGROUND	2
	A. The Parties.....	2
	B. Google’s Motion to Dismiss	2
IV.	UNILOC LACKS STANDING TO SUE	2
	A. Uniloc 2017 Lacks the Exclusionary Rights Required for Standing	2
	1. Uniloc 2017’s Predecessor-In-Interest Granted Fortress an Irrevocable Right to Sublicense the Patents-in-Suit.....	3
	2. Fortress’s Irrevocable Sublicensing Right Survived the Termination of the Fortress License Agreement.....	5
	3. Fortress’s Irrevocable Sublicensing Right Was Not Restricted	6
	4. Fortress Never Waived Any Rights Under the RSA, and Uniloc Never Cured Any Defaults	7
	B. Uniloc 2017 Does Not Hold All Substantial Rights in the Patents-in-Suit.....	9
	1. Uniloc 2017 Relinquished All Rights to Sue and Recover Damages	9
	2. CF Uniloc Controls Enforcement and Disposition of the Patents-in-Suit	11
V.	CONCLUSION	11

TABLE OF AUTHORITIES

Page

Cases

<i>Acceleration Bay LLC v. Activision Blizzard, Inc.</i> , No. CV 16-453-RGA, 2017 WL 3668597 (D. Del. Aug. 24, 2017)	6
<i>Alfred E. Mann Found. For Sci. Research v. Cochlear Corp.</i> , 604 F.3d 1354 (Fed. Cir. 2010)	10
<i>Bakalis v. Bakalis</i> , 88 N.Y.S.3d 899 (N.Y. App. Div. 2018)	8
<i>Bank of New York Mellon Trust Co., Nat. Ass’n v. Solstice ABS CBO II, Ltd.</i> , 910 F. Supp. 2d 629 (S.D.N.Y. 2012)	7, 8
<i>Cafferty v. Scotti Bros. Records, Inc.</i> , 969 F. Supp. 193 (S.D.N.Y. 1997)	6
<i>Enviro Noise Control Corp. v. Stealth Acoustical & Emission Control Corp.</i> , No. 07-CV-02555-EWN-KLM, 2008 WL 11363360 (D. Colo. July 9, 2008)	10
<i>Fairchild Semiconductor Corp. v. Power Integrations, Inc.</i> , 630 F. Supp. 2d 365 (D. Del. 2007)	10
<i>In re Provider Meds, L.L.C.</i> , 907 F.3d 845 (5th Cir. 2018)	6
<i>In re Taddeo</i> , 685 F.2d 24 (2d Cir. 1982)	7
<i>Lone Star Silicon Innovations LLC v. Nanya Tech. Corp.</i> , 925 F.3d 1225 (Fed. Cir. 2019)	9, 11
<i>Lujan v. Defenders of Wildlife</i> , 504 U.S. 555 (1992)	3
<i>Luminara Worldwide, LLC v. Liown Elecs. Co.</i> , 814 F.3d 1343 (Fed. Cir. 2016)	6
<i>Metro. Life Ins. Co. v. RJR Nabisco, Inc.</i> , 906 F.2d 884 (2d Cir. 1990)	8
<i>Morrow v. Microsoft Corp.</i> , 499 F.3d 1332 (Fed. Cir. 2007)	1, 3, 10
<i>Prima Tek II, LLC v. A-Roo Co.</i> , 222 F.3d 1372 (Fed. Cir. 2000)	5

1	<i>Propat Int’l Corp. v. Rpost, Inc.</i> ,	
2	473 F.3d 1187 (Fed. Cir. 2007)	11
3	<i>WiAV Solutions LLC v. Motorola, Inc.</i> ,	
4	631 F.3d 1257 (Fed. Cir. 2010)	3, 6, 7
5	<i>Wittman v. Personhuballah</i> ,	
6	136 S. Ct. 1732 (2016)	3

6 **STATUTES**

7	35 U.S.C. § 281	1, 9
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8 **OTHER AUTHORITIES**

9	Federal Rule of Civil Procedure 12(b)(1)	1, 2
10	Federal Rule of Civil Procedure 12(b)(3)	1
11	Federal Rules of Civil Procedure 12(b)(6)	1, 2

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1 **I. INTRODUCTION**

2 Pursuant to Federal Rules of Civil Procedure 12(b)(1), (b)(3), and (b)(6), Defendant
3 Google LLC (“Google”) is moving to dismiss five pending complaints filed by Uniloc 2017 LLC
4 (“Uniloc 2017”) in December 2018 (the “December Complaints”)¹ for lack of standing.

5 *First*, Uniloc 2017 lacks Article III standing because its predecessor-in-interest, Uniloc
6 Luxembourg, S.A. (“Uniloc Lux”), granted a third party, Fortress Credit Co LLC (“Fortress”), an
7 “irrevocable” license that is “transferrable” and “sub-licensable” at Fortress’s “sole and absolute
8 discretion”—including to Google. *See Morrow v. Microsoft Corp.*, 499 F.3d 1332, 1338 (Fed.
9 Cir. 2007) (holding that a plaintiff for patent infringement lacks standing if it does not have the
10 right to exclude the defendant from practicing the patents). Uniloc 2017 acquired the patents-in-
11 suit subject to Fortress’s irrevocable rights. Further, Uniloc 2017 lacks standing under 35 U.S.C.
12 § 281, because Uniloc 2017 does not have “all substantial rights” in order to sue. Shortly after
13 acquiring the patents-in-suit, Uniloc 2017 granted Uniloc Licensing LLC (“Uniloc Licensing”) an
14 “exclusive” right to sue for infringement. Uniloc 2017 also ceded control over settlement and
15 assignment decisions to a Fortress-controlled entity, CF Uniloc Holdings LLC (“CF Uniloc”).

16 The division of patent rights here goes far beyond the typical case. Standing often turns on
17 the division of rights between two entities—the assignor/licensor and the assignee/licensee. But
18 here, the rights are divided among at least *four* different entities—a licensee with an irrevocable
19 right to grant sublicenses (Fortress), a licensee with a right to sue but no standing to do so (Uniloc
20 Licensing), a patent owner with exclusionary rights but no right or power to enforce them (Uniloc
21 2017), and a corporate parent with rights to control enforcement and assignment but no
22 exclusionary rights or rights to sue (CF Uniloc). This is exactly the kind of scheme that *Morrow*
23 suggests could deprive all entities of standing.

24 _____
25 ¹ The parties conducted discovery on standing after initially briefing the issues addressed in
26 this motion. The facts relating to lack of standing are sufficiently similar that an identical motion
27 is being filed across Uniloc’s cases filed in late December 2018 (the 548-554 cases). Google is
28 filing motions addressed to different factual circumstances in Uniloc’s cases filed in November
2018 (the 491-504 cases), with the only substantive variation among the motions in the November
2018 cases being particular arguments as to Uniloc’s failure to allege acts of infringement in this
District in the 491, 492, 495, 497, 500, 503, and 504 cases.

1
2 **II. STATEMENT OF ISSUES TO BE DECIDED (L.R. CV-7(A)(1))**

3 1. Should this case be dismissed under Federal Rule of Civil Procedure 12(b)(1)
4 and/or 12(b)(6) because the plaintiffs lack standing to sue?

5 **III. FACTUAL BACKGROUND**

6 **A. The Parties**

7 Uniloc 2017 LLC is a Delaware limited liability company. 2:18-cv-00552 Compl. ¶ 1.
8 Various permutations of Uniloc entities (including Uniloc 2017, Uniloc USA, and Uniloc
9 Licensing USA LLC) have sued telecommunications and mobile device companies for patent
10 infringement across the country, and have previously filed and dismissed several other complaints
11 against Google in this District. Meanwhile, the ownership of the patents-in-suit has shifted
12 alongside Uniloc’s changing corporate and capital structure. *See infra* Part IV.

13 **B. Google’s Motion to Dismiss**

14 This Motion concerns five actions Uniloc 2017 filed against Google in December 2018.
15 On December 30, 2018, Uniloc 2017 sued Google in 2:18-cv-548. The next day, it sued Google in
16 cases ending -550, -551, -552, and -553. In these actions collectively, Uniloc alleges that
17 Google’s Cloud, Photos, Chromecast, and Featured Snippets products infringe six different
18 patents. *See, e.g.*, 2:18-cv-00550 Compl. ¶ 19; 2:18-cv-00548 Compl. ¶ 17; 2:18-cv-00552
19 Compl. ¶ 17; 2:18-cv-00553 Compl. ¶ 17.

20 On June 19, 2019, Google filed a motion to dismiss for lack of standing. The Court
21 subsequently entered a scheduling order to govern additional discovery and briefing on the issues
22 raised in Google’s motion. A modified scheduling order followed, setting forth deadlines by
23 which Google would file a renewed motion to dismiss based on standing. This is the
24 contemplated renewed motion.

25 **IV. UNILOC LACKS STANDING TO SUE**

26 **A. Uniloc 2017 Lacks the Exclusionary Rights Required for Standing**

27 The plaintiff bears the burden of establishing that it has Article III standing. *Lujan v.*
28 *Defenders of Wildlife*, 504 U.S. 555, 561 (1992). “A party has standing only if he shows that he

1 has suffered an ‘injury in fact’” *Wittman v. Personhuballah*, 136 S. Ct. 1732, 1736 (2016)
2 (“The need to satisfy [this] requirement[] persists throughout the life of the lawsuit.”) (citations
3 omitted). Article III standing requires that a plaintiff have suffered an injury-in-fact from a
4 violation of its exclusionary rights in the patent. *Morrow*, 499 F.3d at 1340–41 (Fed. Cir. 2007).

5 Article III standing in a patent case requires that the plaintiff have the “exclusive” right to
6 control the use of the patents-in-suit. If a third party has the right to license the defendant’s
7 allegedly infringing activities, the plaintiff lacks the requisite exclusionary rights. *See WiAV*
8 *Solutions LLC v. Motorola, Inc.*, 631 F.3d 1257, 1266 (Fed. Cir. 2010). In such a case, the
9 plaintiff suffers no injury-in-fact from the defendant’s acts, because the plaintiff lacks the right to
10 exclude the defendants from using the patents in the first place. Such is the situation here: Uniloc
11 2017 lacks exclusionary rights in the patents-in-suit because a third party—Fortress—has the right
12 to license those patents to Google.

13 **1. Uniloc 2017’s Predecessor-In-Interest Granted Fortress an Irrevocable**
14 **Right to Sublicense the Patents-in-Suit**

15 In 2014, Fortress loaned money to Uniloc Lux and Uniloc USA. On December 30, 2014,
16 Uniloc Lux, Uniloc USA, and Fortress entered into several agreements, including: (1) a Revenue
17 Sharing and Note and Warrant Purchase Agreement (“RSA”) (Ex. D); and (2) a Patent License
18 Agreement (“Fortress License Agreement”) (Ex. E).

19 The Fortress License Agreement granted Fortress extensive rights in *all* of Uniloc Lux’s
20 and Uniloc USA’s intellectual property “following an Event of Default,” as defined in the RSA.
21 *Id.* § 2.1; Ex. D § 2.8; Ex. F, 66:22-25; Ex. G, 27:9-15. Once an Event of Default occurred,
22 Fortress’s right to use its license would become “irrevocable.”:

23 Subject to the terms and conditions herein and in the Purchase Agreement, Licensors
24 hereby grants to Licensee a non-exclusive, *transferrable, sub-licensable, divisible*
25 *irrevocable*, fully paid-up, royalty-free, and worldwide license to the Licensed
26 Patents, including, but not limited to, the rights to make, have made, market, use,
27 sell, offer for sale, import, export and distribute the inventions disclosed in the
28 Licensed Patents and otherwise exploit the Licensed Patents in any lawful manner
in *Licensee’s sole and absolute discretion* solely for the benefit of the Secured
Parties (“Patent License”), provided that Licensee shall only use the Patent License
following an Event of Default.

1 Ex. E, § 2.1 (emphasis added). Accordingly, once an Event of Default occurred, Fortress could
2 use its “irrevocable” license to grant sublicenses in its “sole and absolute discretion,” “without
3 restriction,” and “without consent of [Uniloc Lux or Uniloc USA].” *Id.* §§ 2.2, 8.

4 The parties to the RSA defined “Event[] of Default” broadly. Ex. D, § 7.1. An Event of
5 Default would occur, for instance, if Uniloc Lux or Uniloc USA failed to perform any of the
6 covenants or agreements contained in the RSA. *Id.* § 7.1.2, Article VI. An Event of Default
7 would also occur if Uniloc Lux or Uniloc USA made any representations that were materially
8 false on the date on which the representation was made. *Id.* § 7.1.3.

9 By the time Uniloc 2017 acquired the patents-in-suit, at least three Events of Default had
10 already occurred, each itself sufficient to remove the sole condition on Fortress’s “irrevocable”
11 license. One Event of Default occurred on March 31, 2017, when Uniloc Lux and Uniloc USA
12 failed to realize at least \$20 million in revenue for the four-quarter period ending on that date, as
13 required by § 6.2.2 of the RSA. *Id.*, §§ 6.2.2, 7.1.2. Uniloc Lux and Uniloc USA managed to
14 realize only approximately \$14,608,000 in revenue during that period—a fact confirmed by Uniloc
15 Lux’s financial records and the deposition testimony of its Chief Financial Officer, Drake Turner.
16 Ex. D, Schedule 4.5(a); Ex. G, 72:22-25. A second Event of Default occurred under the same
17 provision of the RSA when Uniloc Lux and Uniloc USA received only \$14,360,989 in revenue for
18 the four-quarter period ending June 30, 2017—again short of the \$20 million that the RSA
19 required. Ex. H; Ex. G, 66:4-67:6, 68:15-18.²

20 A third Event of Default occurred when Uniloc Lux and Uniloc USA breached a covenant
21 requiring certain representations to be true. *See* Ex. D, § 7.1.3. Article IV of the RSA contains
22 representations that Uniloc Lux and Uniloc USA made “[i]n order to induce [Fortress]” to enter
23 that agreement. (*Id.* Art. IV.) These representations were first made as of the original closing date
24 of December 30, 2014, and they were reaffirmed upon the RSA’s amendment on May 15, 2017.
25 Ex. I, § 3.02 (“The representations and warranties of [Uniloc] contained in the Agreement being
26 true and correct in all material respects . . . each on and as of [May 15, 2017.]”). Uniloc Lux and
27

28 ² Notably, Uniloc 2017’s 30(b)(6) witness testified he did not know these revenue figures,
even though Google had listed them as a deposition topic. Ex. P, 139:15-141:1; Ex. V, 8-9.

1 Uniloc USA represented that “[a]ll of the Patents . . . have not been adjudged invalid or
2 unenforceable, in whole or in part, and none of the Patents [is] at this time . . . subject to any
3 challenge to their validity or enforceability. Ex. D, § 4.5. Uniloc Lux and Uniloc USA further
4 represented that they had “no notice of any lawsuits, actions or opposition, cancellation,
5 revocation, re-examination to reissue proceedings commenced or threatened with reference to any
6 of the Patents.” *Id.* These statements were false. By May 15, 2017, at least seven Uniloc patents
7 had already “been adjudged invalid or unenforceable, in whole or in part”, and at least nine more
8 were subject to re-examination proceedings, challenging their validity or enforceability. *Id.* § 4.5.³

9 **2. Fortress’s Irrevocable Sublicensing Right Survived the Termination of** 10 **the Fortress License Agreement**

11 On March 28, 2018, Uniloc Lux agreed to assign the patents-in-suit to Uniloc 2017 and
12 terminate both the Lux-to-USA License and the Fortress License Agreement. Ex. L, § 2.7(b)(iii),
13 (vi), (xvi). On May 3, 2018, the agreements were terminated (Ex. M; Ex. N), and Uniloc Lux
14 assigned all of its right, title, and interest to the patents-in-suit to Uniloc 2017. Ex. O, § 1(a). By
15 this point, however, Fortress already possessed the irrevocable right to sublicense the patents-in-
16 suit. So Uniloc Lux did not have an unfettered exclusionary right to assign to Uniloc 2017. *See*
17 *Prima Tek II, LLC v. A-Roo Co.*, 222 F.3d 1372, 1382 (Fed. Cir. 2000) (explaining that “an owner
18 or licensee of a patent cannot convey that which it does not possess”).

19 The Fortress License Agreement makes clear that Fortress’s license, which included the
20 right to sublicense, is “irrevocable.” Its use of this word is unambiguous. Further, the agreement
21 expressly provides for the survival of certain rights following termination. In the section titled
22 “Survival,” it provides that “[a]ny rights . . . which by their nature survive and continue after any .
23 . . termination of this Agreement will survive and continue and will bind the Parties and their
24 successors and assigns.” Ex. E § 6. An “irrevocable” right is inherently among those that “by
25 their nature survive.” This is true not only as a matter of plain meaning, but also as a matter of

26
27 ³ *See* Doak Decl. Uniloc Lux and Uniloc USA’s representations were also false when first
28 made on December 30, 2014. By that date, at least one Uniloc patent had already been ruled
invalid in part, and at least two other patents were subject to pending invalidity challenges. Ex. J;
Ex. K.

1 law. *See, e.g., In re Provider Meds, L.L.C.*, 907 F.3d 845, 856 (5th Cir. 2018) (explaining that the
2 term “irrevocable . . . indicates that the license may not be revoked for any reason”); *Cafferty v.*
3 *Scotti Bros. Records, Inc.*, 969 F. Supp. 193, 198–199 (S.D.N.Y. 1997) (holding under New York
4 law that an “irrevocabl[e]” license survived the occurrence of events that a subsequent agreement
5 stated would terminate the license).

6 Because Fortress retained the right to sublicense or transfer its license to Google, Uniloc
7 2017 lacks the absolute right to exclude Google from practicing the patents-in-suit. Without that
8 right, Uniloc 2017 lacks constitutional standing to sue. *See Luminara Worldwide, LLC v. Liown*
9 *Elecs. Co.*, 814 F.3d 1343, 1348 (Fed. Cir. 2016) (“If [the patentee] could . . . license any entity . .
10 . [the licensee] would not have had exclusionary rights to the asserted patents.”); *Acceleration Bay*
11 *LLC v. Activision Blizzard, Inc.*, No. CV 16-453-RGA, 2017 WL 3668597, at *3 (D. Del. Aug. 24,
12 2017) (third party’s ability to license the accused infringers deprived plaintiff of standing to sue).

13 3. Fortress’s Irrevocable Sublicensing Right Was Not Restricted

14 In analyzing whether a third party’s licensing rights defeat standing, the dispositive issue is
15 whether the right extends to licensing the accused infringer. *Luminara*, 814 F.3d at 1348; *WiAV*,
16 631 F.3d at 1267. Although the court found standing in *Luminara* and *WiAV*, it did so because the
17 licenses at issue allowed the third party to sublicense only to “affiliate[s],” and the accused
18 infringer did not so qualify. *Luminara*, 814 F.3d at 1349; *WiAV*, 631 F.3d at 1262-63. Fortress’s
19 right to sublicense has no similar restrictions. Once an Event of Default occurred, Fortress
20 obtained the right to grant any sublicenses in its “sole and absolute discretion.” Ex. E, § 2.1.
21 Fortress also obtained the right to transfer its rights to any third party without restriction and
22 consent from Uniloc Lux or Uniloc USA.” *Id.* § 8. Uniloc Lux and Uniloc USA knew how to
23 restrict a licensee’s right to sublicense when they intended to do so, but they chose not to do so
24 here.

25 Whether Fortress has taken any action based on these Events of Default is irrelevant.
26 Fortress did not need to do anything to obtain its rights in the patents-in-suit—they vested
27 automatically when the Events of Default occurred. Ex. D, §§ 6.2.2, 7.1.2. Nor does it matter that
28 Fortress has not granted a sublicense to Google. Google’s *ability* to obtain a license from a party

1 other than Uniloc 2017 is what vitiates Uniloc 2017’s exclusionary right. *See WiAV*, 631 F.3d at
2 1266 (“[A]n exclusive licensee lacks standing to sue a party who has the *ability* to obtain such a
3 license from another party with the right to grant it.” (emphasis added)).

4 **4. Fortress Never Waived Any Rights Under the RSA, and Uniloc Never**
5 **Cured Any Defaults**

6 Fortress never waived these or any other Events of Default, even though the RSA allowed
7 it to do so. Ex.D, § 7.3; Ex. F at 89:13-90:15; Ex. P, 142:6-143:10. The RSA requires all waivers
8 to be in writing; it expressly forbids implied waivers. (Ex. D, §§ 7.3(x), 9.4.). Uniloc 2017 has
9 not produced any evidence of an express, written waiver—evidence that presumably would have
10 been produced long ago if it existed—and Uniloc 2017’s corporate representative has testified that
11 he is unaware of any such waiver. Ex. P, 142:6-143:10. Moreover, the May 2017 amendment to
12 the RSA states affirmatively that it does not waive any of Fortress’s rights. Ex. I, Section 4.

13 Nor is there any evidence that Uniloc Lux and Uniloc USA cured either Event of Default.
14 The RSA does not define the term “cure.” Under New York law, which governs, undefined terms
15 are given their plain meaning. *Bank of New York Mellon Trust Co., Nat. Ass’n v. Solstice ABS*
16 *CBO II, Ltd.*, 910 F. Supp. 2d 629, 648-49 (S.D.N.Y. 2012); *In re Taddeo*, 685 F.2d 24, 26-27 (2d
17 Cir. 1982); *see also Bank of New York Mellon*, 910 F. Supp. 2d at 649 (“Curing a default
18 commonly means taking care of the triggering event and returning to pre-default conditions.”).

19 The RSA uses the term “cure” in accord with its plain meaning. Section 7.3(y) provides
20 that an Event of Default shall continue until “[Uniloc Lux and Uniloc USA have] cured such
21 Event of Default . . . or such Event of Default otherwise ceases to exist.” Ex. D, § 7.3(y). Thus, to
22 fall within Section 7.3(y), the Event of Default must no longer exist, whether by Uniloc Lux’s and
23 Uniloc USA’s action (“cured”) or by some other means (“otherwise”). The waiver provision of
24 Section 7.3(x), in contrast, does not require that the Event of Default cease to exist. Instead, it
25 requires action on the part of Fortress to waive an Event of Default in writing. *Id.* § 7.3(x). *Bank*
26 *of New York Mellon*, 910 F. Supp. 2d at 649 (“waiver” and “cure” presumed to differ). A “cure”
27 by Uniloc Lux and Uniloc USA is thus both separate and distinct from a waiver by Fortress.
28

1 To have cured their defaults, Uniloc Lux and Uniloc USA would have needed to remedy
2 both of their revenue shortfalls, as well as their misrepresentations, such that those shortfalls and
3 misrepresentations no longer existed. *Bakalis v. Bakalis*, 88 N.Y.S.3d 899, 900 (N.Y. App. Div.
4 2018) (“[T]he defendant . . . cured his default in payment . . . by making the required payment . . .
5 on the cure date fixed by the plaintiff”). The RSA offers no guidance on how Uniloc Lux and
6 Uniloc USA could have cured a default under Section 6.2.2 or by when they would have been
7 required to do so. It provides for no cure period, and it gives Uniloc Lux and Uniloc USA no time
8 to comply with Section 6.2.2 before a default is deemed to occur. A breach of that section is
9 automatically a default, which suggests that Uniloc Lux and Uniloc USA had no opportunity to
10 cure their defaults at all. *Metro. Life Ins. Co. v. RJR Nabisco, Inc.*, 906 F.2d 884, 890 (2d Cir.
11 1990) (court cannot modify the “right to cure that was bargained for”). Even assuming a cure
12 were possible, there is no evidence that Uniloc Lux and Uniloc USA effected one. Curing a
13 revenue shortfall presumably would have required, at a minimum, that they make up that shortfall.
14 But Uniloc Lux and Uniloc USA missed their March 31, 2017 target by \$6 million, and they did
15 not make up that difference by the end of the next quarter, June 30, 2017, when they *again* fell far
16 short of their revenue target, resulting in a second breach. Ex. G, 70:7-72:25; Ex. H.

17 Nor did Uniloc Lux and Uniloc USA identify any plan to cure their breach. Section
18 6.5.1.2 of the RSA required them, upon learning of an Event of Default, to notify Fortress of
19 “what action [Uniloc] has taken, is taking or proposes to take” to rectify their default. Ex. D, §
20 6.5.1.2. But Uniloc Lux and Uniloc USA never provided such notice. Ex. F, 83:22-84:7. Indeed,
21 they apparently did not even realize they had defaulted—whether an Event of Default had
22 occurred did not “even cross[] the mind of anyone at Fortress or Uniloc Luxembourg.” Ex. Q, 11.
23 The fact that Uniloc admits that it did not realize the breach and never provided a plan to address it
24 confirms that Uniloc Lux and Uniloc USA never took any affirmative steps to cure.

25 In response to Google’s previous motion to dismiss, Uniloc submitted two declarations by
26 Fortress employee James Palmer in response to Google’s assertion that Uniloc defaulted under the
27 RSA. Mr. Palmer opined that any default by Uniloc had been cured to Fortress’s satisfaction. Ex.
28

1 R. Mr. Palmer’s declarations ignore the legal meaning of a “cure,” conflict with the RSA’s use of
2 the term, and contradict other, nontestimonial evidence.

3 **B. Uniloc 2017 Does Not Hold All Substantial Rights in the Patents-in-Suit**

4 Uniloc 2017 also lacks standing under 35 U.S.C. § 281, which requires that a plaintiff hold
5 “all substantial rights” to the patents-in-suit. *See Lone Star Silicon Innovations LLC v. Nanya*
6 *Tech. Corp.*, 925 F.3d 1225, 1229 (Fed. Cir. 2019). After acquiring the patents-in-suit, Uniloc
7 2017 granted Uniloc Licensing the exclusive right to sue and recover damages for infringement.
8 Uniloc 2017 also ceded to CF Uniloc the right to control enforcement and disposition of the
9 patents-in-suit, effectively burning the candle at both ends. Although Uniloc 2017 might have
10 retained the right to exclude, it has no mechanism to enforce that right and no control over the
11 entity that does. This is another ground for dismissal.

12 **1. Uniloc 2017 Relinquished All Rights to Sue and Recover Damages**

13 Upon acquiring the patents-in-suit, Uniloc 2017 immediately granted another Uniloc
14 entity, Uniloc Licensing, the “exclusive” right to sue—but *only* the right to sue. Ex. S; Ex. T.
15 Uniloc Licensing holds a “non-assignable exclusive license . . . solely to enforce [the patents]
16 through litigation”; the license extends only to “licensing and enforcement” and “the planning and
17 management of litigation,” including the right to select counsel and consultants for use in these
18 actions. Ex. S, §§ 1.5, 2.1, 2.2, 3.1(c). The agreement also grants Uniloc Licensing “the exclusive
19 right to . . . manage and oversee any present suit for infringement . . . [and to] recover damages,
20 profits and awards of whatever nature for past and present infringement.” *Id.* § 3.1. Further, it
21 requires Uniloc Licensing to remit “100% of any proceeds received from any litigation or
22 settlement” to Uniloc 2017. *Id.* § 3.2. The agreement gives Uniloc Licensing no right, however,
23 to practice the patents-in-suit or to exclude others from doing so. To the contrary, it states that,
24 beyond the litigation rights above, “no license to, or right of Uniloc 2017 under, any patents . . . is
25 either granted or implied to Uniloc Licensing and all rights not expressly granted in this
26 Agreement are reserved by Uniloc 2017.” *Id.* § 2.4.

27 This transfer of rights failed to confer standing on Uniloc Licensing, but it did negate any
28 claim to standing by Uniloc 2017. The right to sue is “frequently” considered “the most important

1 consideration” in the standing analysis. *Alfred E. Mann Found. For Sci. Research v. Cochlear*
2 *Corp.*, 604 F.3d 1354, 1361 (Fed. Cir. 2010). As the Federal Circuit warned in *Morrow*, “[w]hile
3 parties are free to assign some or all patent rights as they see fit based on their interests and
4 objectives, this does not mean that the chosen method of division will satisfy standing
5 requirements.” 499 F.3d at 1341 n.8. Several district courts have applied *Morrow* in holding that
6 when an entity with exclusionary rights in a patent relinquishes its right to sue, it lacks standing.
7 In *Fairchild Semiconductor Corp. v. Power Integrations, Inc.*, for example, the patent owner
8 (Intersil) had granted a licensee (Fairchild) “the sole and exclusive right” to sue the accused
9 infringer (Power Integrations) on the patents-in-suit. 630 F. Supp. 2d 365, 371 (D. Del. 2007).
10 The court held that the patent owner had contracted away its right to sue and lacked standing:

11 As for Intersil, the Court likewise concludes that Intersil lacks standing to maintain
12 this action against Power Integrations. Intersil contracted away its right to sue
13 Power Integrations to Fairchild. That Fairchild lacks standing to take advantage of
14 that right does not mean that Intersil regains it. Indeed, the Federal Circuit
15 recognized in *Morrow* . . . that the contractual division of patent rights may have
16 the effect of defeating standing as to all relevant parties.

17 *Id.* at 372–73. The court further concluded that, because the patent owner had no right to sue and
18 the licensee had no Article III standing, the patent owner could not be added in order to cure the
19 standing problem—and dismissed the action. *Id.* at 373. The reasoning in *Fairchild* applies here.
20 Like the plaintiff in that case, Uniloc 2017 signed away its right to sue and recover damages for
21 infringement. Ex. S, §§ 2.1, 3.1. *See Fairchild*, 630 F. Supp. 2d at 373. And Uniloc Licensing,
22 like the licensee in *Fairchild*, is a bare licensee. Uniloc 2017 thus divided its rights such that
23 neither it nor Uniloc Licensing has standing. *See id.* at 372–73.

24 The court in *Enviro Noise Control Corp. v. Stealth Acoustical & Emission Control Corp.*
25 reached a similar conclusion on similar facts. No. 07-CV-02555-EWN-KLM, 2008 WL 11363360
26 (D. Colo. July 9, 2008). There, the licensee possessed exclusionary rights in the patents-in-suit,
27 but the patent owner possessed the exclusive right to sue and recover damages. *Id.* at *7. The
28 court concluded that the licensee had “no mechanism” to enforce its exclusionary rights and
lacked standing. *Id.* Similarly, although Uniloc 2017 might have theoretically retained its
exclusionary right, it lacks any mechanism of enforcement.

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2:18cv548

/s/ Michael C. Hendershot, with permission

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2:18-cv-549

2:18-cv-552

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27 /s/ David Perlson, with permission by
28 Michael E. Jones

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24 **Attorneys for Defendants Google LLC**
25 **2:18-cv-553**

26 **CERTIFICATE OF SERVICE**

26 I hereby certify that all counsel of record who have consented to electronic service are
27 being served with a copy of this document via electronic mail on October 18, 2019.
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/s/ Michael E. Jones

CERTIFICATE OF AUTHORIZATION TO FILE UNDER SEAL

I certify that the foregoing document is authorized to be filed under seal pursuant to the Protective Order entered in this case.

/s/ Michael E. Jones

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19 Attorneys for Defendant

20 **(ADDITIONAL COUNSEL IN**
21 **SIGNATURE BLOCKS)**

22 UNITED STATES DISTRICT COURT
23 NORTHERN DISTRICT OF CALIFORNIA
24 OAKLAND DIVISION

25 UNILOC 2017 LLC,

26 Plaintiff,

27 v.

28 GOOGLE LLC,

Defendant.

Case Nos.: 4:20-cv-04355-YGR
4:20-cv-05330-YGR; 4:20-cv-05333-YGR;
4:20-cv-05334-YGR; 4:20-cv-05339-YGR;
4:20-cv-05340-YGR; 4:20-cv-05341-YGR;
4:20-cv-05342-YGR; 4:20-cv-05343-YGR;
4:20-cv-05344-YGR; 4:20-cv-05345-YGR;
4:20-cv-05346-YGR

**DECLARATION OF DAVID DOAK IN
SUPPORT OF DEFENDANT GOOGLE
LLC'S RENEWED MOTION TO
DISMISS FOR LACK OF STANDING**

1 I, David Doak, declare as follows:

2 1. I am an attorney at Quinn Emanuel Urquhart & Sullivan, LLP, counsel for
3 Defendant Google LLC (“Google”) in Case No. 2:18-cv-553. I have personal knowledge of the
4 facts stated herein, and, if called to testify, I could and would competently testify thereto.

5 2. Attached as Appendix A is a list that I created of Uniloc patents that had been
6 invalidated or challenged as of May 15, 2017.

7 I declare under penalty of perjury under the laws of the United States of America that the
8 foregoing is true and correct. Executed October 18, 2019 in San Francisco, California.

9
10 /s/ *David Doak*
David Doak

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Appendix A

Uniloc patents invalidated in whole or in part as of May 15, 2017:

1. U.S. Patent No. 6,857,067: IPR2013-00391 (Paper No. 39) (Dec. 3, 2014)
2. U.S. Patent No. 5,490,216: IPR2014-01453 (Paper No. 27) (Mar. 10, 2016)
3. U.S. Patent No. 5,682,526: No. 6:14-cv-625 (E.D. Tex.) (Dkt. 315) (Aug. 19, 2015)
4. U.S. Patent No. 5,715,451: No. 6:14-cv-625 (E.D. Tex.) (Dkt. 315) (Aug. 19, 2015)
5. U.S. Patent No. 8,566,960: No. 2:16-cv-570 (E.D. Tex.) (Dkt. 113) (Mar. 20, 2017)
6. U.S. Patent No. 6,510,466: No. 2:16-cv-393 (E.D. Tex.) (Dkt. 129) (Mar. 28, 2017)
7. U.S. Patent No. 6,728,766: No. 2:16-cv-393 (E.D. Tex.) (Dkt. 129) (Mar. 28, 2017)

Uniloc patents challenged as invalid as of May 15, 2017:

1. U.S. Patent No. 7,783,523: CBM2016-00042 (filed Mar. 14, 2016)
2. U.S. Patent No. 8,515,820: CBM2016-00043 (filed Mar. 15, 2016)
3. U.S. Patent No. 8,571,194: IPR2016-01756 (filed Sept. 7, 2016)
4. U.S. Patent No. 7,804,948: IPR2017-00058 (filed Oct. 11, 2016)
5. U.S. Patent No. 7,853,000: IPR2017-00198 (filed Nov. 2, 2016)
6. U.S. Patent No. 8,243,723: IPR2017-00222 (filed Nov. 14, 2016)
7. U.S. Patent No. 8,995,433: IPR2017-00225 (filed Nov. 14, 2016)
8. U.S. Patent No. 8,199,747: IPR2017-01257 (filed Apr. 7, 2017)
9. U.S. Patent No. 6,234,578: No. 2:16-cv-741 (Dkt. 267) (filed Sept. 28, 2017)

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20 ***(ADDITIONAL COUNSEL IN***
21 ***SIGNATURE BLOCKS)***

22 UNITED STATES DISTRICT COURT
23
24 NORTHERN DISTRICT OF CALIFORNIA
25
26 OAKLAND DIVISION

27 UNILOC 2017 LLC,
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29 Plaintiff,
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31 v.
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33 GOOGLE LLC,
34
35 Defendant.

Case Nos.: 4:20-cv-04355-YGR;
4:20-cv-05330-YGR; 4:20-cv-05333-YGR;
4:20-cv-05334-YGR; 4:20-cv-05339-YGR;
4:20-cv-05340-YGR; 4:20-cv-05341-YGR;
4:20-cv-05342-YGR; 4:20-cv-05343-YGR;
4:20-cv-05344-YGR; 4:20-cv-05345-YGR;
4:20-cv-05346-YGR

**DECLARATION OF DOUGLAS L.
CLARK IN SUPPORT OF DEFENDANT
GOOGLE LLC'S REPLY IN SUPPORT
OF ITS RENEWED MOTION TO
DISMISS FOR LACK OF STANDING**

1 I, Douglas L. Clark, declare as follows:

2 1. I am an attorney duly admitted to practice before all Courts of the State of
3 California and before this Court, and I am an attorney with the law firm of Jones Day, counsel for
4 Defendant Google LLC (“Google”) in Case Nos. 2:18-cv-499 and 2:18-cv-552. I make this
5 declaration in support of Google’s Renewed Motions to Dismiss for Lack of Standing. I have
6 personal knowledge of the facts stated herein and if called to testify could and would competently
7 testify thereto.

8 5. Attached hereto as Exhibit D is a true and correct copy of excerpts of the
9 Conformed Revenue Sharing and Note and Warrant Purchase Agreement among Uniloc USA,
10 Inc., Uniloc Luxembourg S.A., Uniloc Corporation PTY Limited, D/A Investment Holdings LLC,
11 and Fortress Credit Co LLC, dated December 30, 2014, as amended February 24, 2015, May 27,
12 2016, and May 15, 2017. The complete document is Bates-stamped Uniloc Common Production
13 to Google 0011267 to Uniloc Common Production to Google 0011332.

14 6. Attached hereto as Exhibit E is a true and correct copy of the Patent License
15 Agreement among Uniloc USA, Inc., Uniloc Luxembourg S.A., and Fortress Credit Co LLC,
16 dated December 30, 2014, and Bates-stamped Uniloc Common Production to Google000065 to
17 Uniloc Common Production to Google000070.

18 7. Attached hereto as Exhibit F is a true and correct copy of excerpts of the transcript
19 of the September 21, 2018 Deposition of Erez Levy. The complete document is Bates-stamped
20 Uniloc Common Production to Google 0004864 to Uniloc Common Production to Google
21 0005079.

22 8. Attached hereto as Exhibit G is a true and correct copy of excerpts of the transcript
23 of the October 8, 2018 Deposition of Drake Turner. The complete document is Bates-stamped
24 Uniloc Common Production to Google 0005080 to Uniloc Common Production to Google
25 0005245.

26 9. Attached hereto as Exhibit H is a true and correct copy of excerpts of the
27 Management Report of the Board of Directors For the year ended 30 June 2017. The complete
28

1 document is Bates-stamped Uniloc Common Production to Google 0009813 to Uniloc Common
2 Production to Google 0009839.

3 10. Attached hereto as Exhibit I is a true and correct copy of excerpts of the Third
4 Amendment to Revenue Sharing and Note and Warrant Purchase Agreement among Uniloc USA,
5 Inc., Uniloc Luxembourg S.A., Uniloc Corporation PTY Limited, D/A Investment Holdings LLC,
6 Fortress Credit Co LLC, CF DB EZ LLC, and CF DB EZ 2017 LLC, dated May 15, 2017. The
7 complete document is Bates-stamped Uniloc Common Production to Google 0011253 to Uniloc
8 Common Production to Google 0011353.

9 11. Attached hereto as Exhibit J is a true and correct copy of excerpts of the final
10 written decision regarding U.S. Patent No. 6,857,067, issued by the Patent Trial and Appeal Board
11 in Case No. IPR2013-00391 on December 3, 2014.

12 12. Attached hereto as Exhibit K is a true and correct copy of excerpts of Defendants'
13 Motion to Dismiss Plaintiffs' Complaint Under Rule 12(b)(6) for Failure to Allege Infringement
14 of a Patentable Claim Under 35 U.S.C. § 101, filed on September 30, 2014, in *Uniloc USA, Inc. v.*
15 *E-MDS, Inc.*, No. 6:14-cv-00625-RWS (E.D. Tex.).

16 13. Attached hereto as Exhibit L is a true and correct copy of excerpts of the Asset
17 Purchase Agreement between Uniloc 2017 LLC and Uniloc Luxembourg S.A., dated March 28,
18 2018. The complete document is Bates-stamped Uniloc Common Production to Google001269 to
19 Uniloc Common Production to Google001569.

20 14. Attached hereto as Exhibit M is a true and correct copy of excerpts of the
21 Termination Agreement between Uniloc USA, Inc. and Uniloc Luxembourg S.A., dated May 3,
22 2018. The complete document is Bates-stamped Uniloc Common Production to Google002306 to
23 Uniloc Common Production to Google002309.

24 15. Attached hereto as Exhibit N is a true and correct copy of excerpts of the Payoff
25 and Termination Agreement among Uniloc USA, Inc., Uniloc Luxembourg S.A., Uniloc
26 Corporation PTY Limited, D/A Investment Holdings LLC, Uniloc USA Holdings LLC, Fortress
27 Credit Co LLC, CF DB EZ LLC, and CF DB EZ 2017 LLC, dated May 3, 2018. The complete
28

1 document is Bates-stamped Uniloc Common Production to Google002271 to Uniloc Common
2 Production to Google002285.

3 16. Attached hereto as Exhibit O is a true and correct copy of the Patent Assignment
4 between Uniloc Luxembourg S.A. and Uniloc 2017 LLC, dated May 3, 2018. The complete
5 document is Bates-stamped Uniloc Common Production to Google 0010266 to Uniloc Common
6 Production to Google 0010304.

7 17. Attached hereto as Exhibit P is a true and correct copy of excerpts of the transcript
8 of the October 4, 2019 Deposition of Craig Etchegoyen as a 30(b)(6) witness in this action.

9 18. Attached hereto as Exhibit Q is a true and correct copy of excerpts of Plaintiffs'
10 Opposition to Defendant's Motion to Dismiss, and Reply in Support of Rule 25 Motion to Add
11 Uniloc 2017 as a Party, filed in Case Nos. 3:18-cv-00360, -363, -365, and -572. The complete
12 document is Bates-stamped Uniloc Common Production to Google000803 to Uniloc Common
13 Production to Google000837.

14 19. Attached hereto as Exhibit R are true and correct copies of the Declarations of
15 James Palmer, dated November 9, 2018 and March 13, 2019, previously filed in this action by
16 Uniloc 2017 LLC.

17 20. Attached hereto as Exhibit S is a true and correct copy of the License Agreement
18 between Uniloc 2017 LLC and Uniloc Licensing USA LLC, dated May 3, 2018. The complete
19 document is Bates-stamped Uniloc Common Production to Google002677 to Uniloc Common
20 Production to Google002686.

21 21. Attached hereto as Exhibit T is a true and correct copy of the Amendment No. 1 to
22 License Agreement between Uniloc 2017 LLC and Uniloc Licensing USA LLC, dated August 28,
23 2018. The complete document is Bates-stamped Uniloc Common Production to Google 0009317
24 to Uniloc Common Production to Google 0009326.

25 22. Attached hereto as Exhibit U is a true and correct copy of excerpts of the Amended
26 and Restated Note Purchase and Security Agreement between Uniloc 2017 LLC and CF Uniloc
27 Holdings LLC, dated November 16, 2018. The complete document is Bates-stamped Uniloc
28 Common Production to Google 0011443 to Uniloc Common Production to Google 0011549.

1 23. Attached hereto as Exhibit V is a true and correct copy of excerpts of the deposition
2 notice served on Uniloc 2017 LLC in this action pursuant to Rule 30(b)(6) of the Federal Rules of
3 Civil Procedure.

4
5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct.

7 Executed October 18, 2019 in San Diego, California.

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10
11 /s/ Douglas L. Clark
12 Douglas L. Clark
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EXHIBIT D

EXECUTION

CONFORMED REVENUE SHARING AND NOTE AND WARRANT PURCHASE
AGREEMENT

(UNILOC USA, INC.,
UNILOC LUXEMBOURG S.A.,
UNILOC CORPORATION PTY LIMITED, and
D/A INVESTMENT HOLDINGS LLC)

DATED AS OF DECEMBER 30, 2014

AS AMENDED BY:
FIRST AMENDMENT TO REVENUE SHARE AND NOTE AND WARRANT PURCHASE
AGREEMENT, DATED AS OF FEBRUARY 24, 2015
SECOND AMENDMENT TO REVENUE SHARE AND NOTE AND WARRANT
PURCHASE AGREEMENT, DATED AS OF MAY 27, 2016
THIRD AMENDMENT TO REVENUE SHARE AND NOTE AND WARRANT PURCHASE
AGREEMENT, DATED AS OF MAY 15, 2017

62250363_5

REVENUE SHARING AND NOTE AND WARRANT PURCHASE AGREEMENT

This REVENUE SHARING AND NOTE AND WARRANT PURCHASE AGREEMENT (this “Agreement”) is dated as of December 30, 2014 by and among Uniloc USA, Inc. a Texas corporation (“Issuer”), Uniloc Luxembourg S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 14, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 (“Uniloc Lux”), Uniloc Corporation PTY Limited (“Uniloc Aus”) and D/A Investment Holdings LLC (together with Uniloc Lux and Uniloc Aus, the “Guarantors”, and, collectively, with Issuer, the “Company” and each, a “Company”), Fortress Credit Co LLC as collateral agent (the “Collateral Agent”), and each Person listed on Schedule 2.1 hereto (the “Purchasers”).

RECITALS

WHEREAS, the Purchasers wish to acquire, and Uniloc USA, Inc. has agreed to grant, issue and sell to the Purchasers, (i) an interest in certain of the Company’s future revenues from its patent portfolio (the “Revenue Stream”) and (ii) up to \$26,000,000 in aggregate original principal amount of the Issuer’s term notes (the “Notes”) in the form of Exhibit A hereto, in each case, subject to the terms of this Agreement;

WHEREAS, the Purchasers have agreed to purchase from Uniloc Lux and Uniloc Lux has agreed to issue and sell to the Purchasers warrants for 1.5% of the fully diluted equity of Uniloc Lux (the “Warrants”) in the form of Exhibit H hereto, subject to the terms of the Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1. Certain Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Appendix I.

1.2. Other Interpretative Provisions. Unless otherwise specified, all references to “\$”, “cash”, “dollars” or similar references shall mean U.S. dollars, paid in cash or other immediately available funds. The definitions set forth in this Agreement are equally applicable to both the singular and plural forms of the terms defined. The words “*hereof*”, “*herein*”, and “*hereunder*” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to time of day herein are references to New York, New York time (daylight or standard, as applicable) unless otherwise specifically provided. Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, it shall be done in accordance with GAAP except where such principles are inconsistent with the

specific provisions of this Agreement or otherwise required by applicable law. References in this Agreement to an Appendix, Exhibit, Schedule, Article, Section, clause or subclause refer (A) to the appropriate Appendix, Exhibit or Schedule to, or Article, Section, clause or subclause in this Agreement or (B) to the extent such references are not present in this Agreement, to the Document in which such reference appears. The term “including” is by way of example and not limitation. The word “or” is not exclusive. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.” The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form. All references to any Person shall be constructed to include such Person’s successors and assigns (subject to any restriction on assignment set forth herein). Unless otherwise expressly provided herein, references to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

ARTICLE II

CLOSING AND TERMS OF THE REVENUE STREAM AND NOTES

2.1. The Revenue Stream.

2.1.1. Purchase of the Revenue Stream. On the Closing Date, subject to the satisfaction of the conditions set forth in Section 3.1, the Issuer hereby grants, and the Purchasers hereby acquire, the Revenue Stream. The purchase price of the Revenue Stream on the Closing Date will be \$500,000 (such amount, as such may be adjusted from time to time in connection with subsequent purchases of additional rights to the Revenue Stream, the “Revenue Stream Basis”). The rights of the Purchasers to the Revenue Stream shall be secured pursuant to the Collateral Documents, junior in priority to the rights of the Purchasers with respect to the Notes.

2.1.2. Subsequent Increases to Revenue Stream. From time to time following the Closing Date, and subject to the conditions set forth in Section 2.2.1.3 and Section 3.2, subsequent issuances of Notes shall be accompanied by additional rights to the Actual Monetization Revenues of the Company that shall increase the economics of the Revenue Stream. Such subsequent acquisitions of rights to the Issuer’s Actual Monetization Revenues shall be acquired for an issue price, and shall increase the Revenue Stream Basis, by an amount equal to 5% of the total amount funded with respect to the Notes and Revenue Stream on such subsequent issue date; provided, that the parties may agree in connection with any such subsequent funding to a different allocated issue price but such allocation shall not affect the incremental Revenue Stream Basis on account of such issuance, which shall equal 5% of the total amount funded; provided, further, that after the contemplated issuance of the Term Loan C Notes, the Revenue Stream Basis shall be increased to \$1,300,00

2.1.3. Payments to Purchasers. Following the payment in full of the Notes or as otherwise specified in Section 2.4, the Issuer shall pay to the Purchasers their proportionate share, in accordance with Schedule 2.1, of the Revenue Stream; provided,

that the Company shall instruct any payors to deposit Actual Monetization Revenues, directly into the Cash Collateral Account. Except to the extent that the Collateral Agent is enjoined or stayed from distributing any such Actual Monetization Revenues, such direct deposit in the Cash Collateral Account by payors shall constitute timely payment by the Company. Payments by the Company to the Purchasers shall be made monthly on the last Business Day of each month with respect to any Actual Monetization Revenues received through such date. For the avoidance of doubt, prior to the payment in full of the Notes, except as provided in Section 2.4, all Actual Monetization Revenues shall be applied by the Issuer or the Collateral Agent, as the case may be, to the payment of principal, interest and any applicable premiums or fees on the Notes or payments owed pursuant to Sections 9.1(ii)-(iv) or 9.2, and shall not be applied to the satisfaction of the Purchasers' rights with respect to the Revenue Stream."

2.2. The Notes.

2.2.1. Purchase and Sale of the Notes.

2.2.1.1. On the Closing Date and from time to time thereafter as provided herein and subject to satisfaction of the conditions set forth in Sections 3.1 and 3.2, the Issuer agrees to issue and sell, and each Purchaser agrees to purchase, for an amount equal to the original principal amount thereof and in accordance with the percentages set forth on Schedule 2.1, Notes in an aggregate original principal amount of up to \$26,000,000. The purchase price of the Notes allocated in accordance with the percentages set forth Schedule 2.1 shall be payable in immediately available funds by wire transfer to the deposit account of the Issuer as identified in writing by the Issuer to the Purchasers prior to the Closing Date and each subsequent date of issuance of Notes thereafter. No Purchaser shall be responsible for any default by any other Purchaser in its obligation to acquire Notes hereunder.

2.2.1.2. The Notes to be issued on the Closing Date shall be in an aggregate original principal amount of \$10,000,000. The proceeds of the Notes issued on the Closing Date shall be used to (i) support the Company's current IP monetization campaign, and (ii) fund general corporate activities and working capital and to pay the Company's transaction expenses.

2.2.1.3. From time to time following the Closing Date and through November 15, 2020, on not less than 10 Business Days prior written notice, the Issuer may request that the Purchasers acquire, and subject to the conditions set forth in Section 3.2, the Purchasers shall acquire, additional Notes in an aggregate original principal amount of up to \$16,000,000. The proceeds of the Notes issued following the Closing Date shall be applied to the payment of Monetization Expenses (or to reimburse the Company for the payment of Monetization Expenses), and for general corporate purposes. The Issuer may not request additional Notes to be acquired more than one time in any calendar month, and any such requests shall be in a minimum amount of \$100,000. Subsequent issuances of Notes shall be issued at a purchase price of 95% of principal amount.

2.2.2. Interest on the Notes. The unpaid principal amount of the Term A Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 12% per annum, the unpaid principal amount of the Term B Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 10% per annum and the Term C Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 9% per annum; *provided* that upon and during the continuance of an Event of Default, the interest rate per annum on each of the Notes shall increase by an additional 2% per annum. Interest on the principal amount of any then outstanding Notes shall be paid on the last Business Day of each calendar month (the "Interest Payment Date"), starting with the calendar month ending January 31, 2015. Such interest shall be paid in cash except that 4% per annum (or, in the case of the Term B Notes and Term C Notes, 3% per annum) of the interest due on each Interest Payment Date shall be paid-in-kind, by increasing the principal amount of the Notes by the amount of such interest, effective as of the applicable Interest Payment Date ("PIK Interest"). PIK Interest shall be treated as principal of the Note for all purposes of interest accrual or the calculation of any prepayment premium."

2.2.3. Fees.

2.2.3.1. The Issuer shall pay to the applicable Purchaser acquiring the applicable Notes, a structuring fee equal to \$150,000 at the issuance of the Term A Notes, \$90,000 at the issuance of the Term B Notes and \$200,000 at the issuance of the Term C Notes (each such payment, the "Structuring Fee" related to such issuance), which amount shall be netted out of the funding at each such issuance.

2.2.3.2. The Issuer shall pay to the applicable Purchaser, the Termination Fees for its Notes in accordance with, and at the times specified in Section 2.4 or, if not paid prior to such date, upon the first to occur of (x) any acceleration of the Note Obligations or (y) November 11, 2020.

2.2.4. Payment of the Notes.

2.2.4.1. Payment at Maturity. The principal of the Notes and all unpaid interest thereon or other amounts owing with respect thereto (other than the applicable Termination Fee for such Notes, which shall be due at the times specified in Section 2.2.3.2) shall be paid in full in cash on the applicable Maturity Date for such Notes, but in any event not later than November 15, 2020.

2.2.4.2. Optional Prepayments. The Issuer may prepay the Notes from time to time in whole or in part, without penalty or premium, except that:

- i) with respect to the Term A Notes, any optional prepayments of such Notes in the first 6 months after the issuance thereof Closing Date shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the Closing Date and prior to the second anniversary of the

Closing Date shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the Closing Date and prior to the 30 month anniversary of the Closing Date, shall be accompanied by a prepayment premium equal to 1.00% of the principal amount prepaid; and optional prepayments following the 30 month anniversary of the Closing Date shall be at par;

ii) with respect to the Term B Notes, any optional prepayments of such Notes in the first 6 months after the issuance thereof shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the issuance thereof and prior to the second anniversary of such issuance shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the issuance thereof and prior to the 30 month anniversary of such issuance shall be accompanied by a prepayment premium equal to 1.00% of the principal amount prepaid, and optional prepayments following the 30 month anniversary of issuance shall be at par; and

(iii) with respect to the Term C Notes, any optional prepayments of such notes in the first 6 months after the issuance thereof shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the issuance thereof and prior to the second anniversary of such issuance shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the issuance thereof and prior to the 30 month anniversary of such issuance shall be accompanied by a prepayment premium equal to 1.00% of the principal prepaid, and optional prepayments following the 30 month anniversary of issuance shall be at par.

Any such prepayment of Notes shall include accrued and unpaid interest on the amount prepaid.

2.2.4.3. Amortization. With respect to the Term A Notes, commencing on the last Business Day of January, 2016, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer's making equal monthly payments of principal on the Notes from such date through the Term A Maturity Date. With respect to Term B Notes, commencing on the last Business Day of June, 2017, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer's making equal monthly payments of principal on such Notes from such date through the Term B

Maturity Date. With respect to the Term C Notes, commencing on the last Business Day of May, 2018, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer's making equal monthly payments of principal on such Notes from such date through the Term C Maturity Date.

2.2.4.4. Mandatory Prepayments. Subject to Section 2.4, upon receipt of any Actual Monetization Revenues, the Issuer or the Collateral Agent, as the case may be, shall apply 50% of the related Actual Monetization Revenues to the payment of accrued and unpaid interest on, and then to repay outstanding principal of, and any fees with respect to, the Notes until all Note Obligations have been paid in full. Payments by the Issuer on the Notes shall be made monthly on the last Business Day of each month with respect to Actual Monetization Revenues received through the last Business Day of the prior month. For the avoidance of doubt, mandatory prepayments are not subject to any prepayment premium.

2.2.4.5. Application of Payments. Payments on the Notes shall be applied in the following order: first to any then outstanding expenses or other amounts owing pursuant to Article 9; second, to accrued and unpaid interest (excluding PIK Interest); third to principal (including PIK Interest); fourth to any prepayment premium owing on the principal so repaid; and finally, after all principal of the Notes and any prepayment premium has been paid in full, to the Termination Fee. Prepayments of the Notes (whether mandatory or optional) shall reduce amortization payments, pro rata.

2.3. The Warrants

2.3.1. Purchase of the Warrants. On the Closing Date, subject to the satisfaction of the conditions set forth in Section 3.1, and against the payment of an aggregate purchase price of \$324,254 Unilox Lux hereby issues and sells, and the Purchasers hereby purchase the Warrants.

2.4. Monetization Revenues. From and after the Third Amendment Effective Date, 33% of Actual Monetization Revenues received by the Company or deposited in the Cash Collateral Account shall be paid to the Purchasers, and applied to the Note Obligations and the Revenue Stream, as set forth in Section 2.3.4.1 and 2.4.2 below; provided that, notwithstanding the foregoing, and for the avoidance of doubt in the event of acceleration of the Notes and/or of the Revenue Stream, 100% of the Actual Monetization Revenues received since the last Business day of the preceding month shall be so applied.

2.4.1. Term A/B Notes and Revenue Stream. To the Term A/B Purchaser (x) any Actual Monetization Revenues which arise from, or relate to, the Term A/B Priority Collateral and (y) following payment in full of all Obligations related to the Term C

the Company shall remit 200% of the amount described in the foregoing clause (y) to the relevant taxation authority or other authority in accordance with applicable law. Within 30 days after the date of any payment of such, the Company shall furnish to the Purchasers the original or certified copy of a receipt evidencing payment thereof. For the avoidance of doubt, the intent of the foregoing provision is to limit the Company's obligation to gross up any withholding required on distributions on the Warrants or Warrant Shares to 50% of the amount of any such required withholding. In the event that it appears that any withholding will be required on payments on the Warrants or Warrant Shares, the parties agree to use commercially reasonable efforts to work together in good faith to arrive at an alternative structure that eliminates or reduces any such withholding requirement, with the overall goal of minimizing the cost to the Purchasers and the Company associated with any such withholding and the Company's obligations with respect thereto.

The Company shall timely indemnify any Purchaser against any cost, loss or liability that such Purchaser incurs in relation to the payment of stamp, registrations or similar taxes arising from the execution, delivery or enforcement of, or otherwise with respect to, the Documents.

2.7. Manner and Time of Payment. All payments to the Purchasers shall be made by wire transfer or other same day funds, without set off, not later than 2:00 p.m. on the day such payment is due, in accordance with the payment instructions set forth on Schedule 2.7.

2.8. Patent License. Effective as of the Closing Date, the Company shall grant to the Collateral Agent, for the benefit of the Secured Parties, a non-exclusive, royalty free, license (including the right to grant sublicenses) with respect to the Patents, which shall be evidenced by, and reflected in, the Patent License Agreement. The Collateral Agent and the Secured Parties agree that the Collateral Agent shall only use such license following an Event of Default.

ARTICLE III CONDITIONS PRECEDENT

3.1. Conditions to Closing. The obligation of each Purchaser to purchase its respective pro rata share of the Revenue Stream, the Notes and the Warrants on the Closing Date is subject to the satisfaction of the conditions set forth in this Section 3.1:

3.1.1. Deliveries. Each Company (and each of its Subsidiaries, as applicable) shall have delivered to each Purchaser and the Collateral Agent fully executed (where applicable) copies of the following:

- 3.1.1.1. this Agreement;
- 3.1.1.2. the Notes;
- 3.1.1.3. the Security Agreement;
- 3.1.1.4. the Patent License Agreement;
- 3.1.1.5. the Patent Security Agreement;

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

In order to induce the Purchasers to purchase the Revenue Stream, the Notes and the Warrants, each Company hereby represents and warrants to the Purchasers as of the Closing Date that:

4.1. Organization and Business. Each Company is (a) a duly organized and validly existing corporation or limited liability company, (b) in good standing under the laws of the jurisdiction of its incorporation or organization, and (c) has the power and authority, corporate or otherwise, necessary (i) to enter into and perform this Agreement and the Documents to which it is a party, and (ii) to carry on the business now conducted or proposed to be conducted by it. Except as listed on Schedule 4.1, the Issuer has no Subsidiaries and Uniloc Aus has no Subsidiaries other than the Issuer. Schedule 4.1 sets forth each entity in which any Company holds an interest, directly or indirectly, and sets forth the ownership of all equity securities of each Company and each other such entity (including joint venture, membership or partnership interests, and including convertible securities, options or warrants).

4.2. Qualification. Each Company is duly and legally qualified to do business as a foreign corporation or limited liability company and is in good standing in each state or jurisdiction in which such qualification is required and is duly authorized, qualified and licensed under all laws, regulations, ordinances or orders of public authorities, or otherwise, to carry on its business in the places and in the manner in which it is conducted.

4.3. Operations in Conformity with Law, etc. The operations of each Company as now conducted or proposed to be conducted are not in violation in any material respect of, nor is the Company in default in any material respect under, any Legal Requirement.

4.4. Authorization and Non-Contravention. Each Company has taken all corporate, limited liability or other action required to execute, deliver and perform this Agreement and each other Document. All necessary consents, approvals and authorizations of any governmental or administrative agency or any other Person of any of the transactions contemplated hereby shall have been obtained and shall be in full force and effect. This Agreement and each other Document does not (i) contravene the terms of any Company's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any Contractual Obligation of any Company or its applicable Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company is subject or (iii) violate any Legal Requirement.

4.5. Intellectual Property. As of the Closing Date, subject solely to the licensing agreements set forth on Schedule 4.5(a) (the "Existing Licenses") (true and complete copies of which have been delivered to the Purchasers), Uniloc Lux is the entire, valid, sole and exclusive beneficial and record owner of all right, title and interest to all of the Patents with good and marketable title free and clear of any and all Liens, charges and encumbrances, including, without limitation, that other than the Existing Licenses, there are no pledges, assignments, licenses, springing licenses, options, non-assertion agreements, earn-outs, monetization

agreements, profit and revenue sharing arrangements, derivative interests, fee and recovery splitting agreements, registered user agreements, shop rights and covenants by Uniloc Lux not to sue third persons, and Issuer has the power to bring and sustain action and recover for past, present and future infringement without having to join any other third party and that no provision of any Existing License will materially restrict the ability of the Issuer to pursue Monetization Activities. Uniloc Lux is listed as record owner of all of the Patents and the recordings in the United States Patent and Trademark Office do not reflect any defects in chain-of-title or unreleased liens, except as set forth on Schedule 4.5(b). All of the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents are at this time the subject to any challenge to their validity or enforceability. To the knowledge of the Company, the Patents are valid and enforceable. The Company has no notice of any lawsuits, actions or opposition, cancellation, revocation, re-examination or reissue proceedings commenced or threatened with reference to any of the Patents.

4.6. Material Agreements. Schedule 4.6 sets forth each agreement relating to the purchase or other acquisition of any Patent, including seller notes issued in connection with such acquisition, and any other material agreement relating to any Patent (other than the Existing Licenses). Each such agreement is in full force and effect for the benefit of the Company and to the knowledge of the Company there are no material defaults under any such agreement.

4.7. Margin Regulations. The Company is not engaged, nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and the proceeds of the Notes, the Revenue Stream and the Warrants will not be used for any purpose that violates Regulation U of the Board of Governors of the United States Federal Reserve System.

4.8. Investment Company Act. The Company is not, and is not required to be, registered as an "investment company" under the Investment Company Act of 1940.

4.9. USA PATRIOT Act, FCPA and OFAC.

4.9.1. To the extent applicable, the Company is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA Patriot Act.

4.9.2. No part of the proceeds of the Notes or the purchase price for the Revenue Stream will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

4.9.3. None of the Company nor, to the actual knowledge of the Company, any director, officer, agent, employee or controlled Affiliate of the Company, is currently the subject of any U.S. sanctions program administered by the Office of Foreign Assets

set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire its Notes, the Revenue Stream and the Warrants.

ARTICLE VI COVENANTS

Until all of the Company's obligations with respect to the Notes and the Revenue Stream, have been paid in full in cash, the Company shall comply with the covenants set forth in this Article VI.

6.1. Taxes and Other Charges. The Company shall duly pay and discharge, or cause to be paid and discharged, before the same becomes in arrears, all taxes, assessments and other governmental charges imposed upon such Person and its properties, sales or activities, or upon the income or profits therefrom; *provided, however*, that any such tax, assessment, charge or claim need not be paid if the validity or amount thereof shall at the time be contested in good faith by appropriate proceedings and if such Person shall, in accordance with GAAP or applicable generally accepted accounting principles, have set aside on its books adequate reserves with respect thereto; *provided, further*, that the Company shall pay or bond, or cause to be paid or bonded, all such taxes, assessments, charges or other governmental claims immediately upon the commencement of proceedings to foreclose any Lien which may have attached as security therefor (except to the extent such proceedings have been dismissed or stayed).

6.2. Conduct of Monetization Activities; Minimum Monetization Revenues.

6.2.1. The Issuer shall undertake its best efforts to diligently pursue the monetization of the Patents and shall provide regular updates to the Purchasers and their advisors, and shall consult with Purchasers and their advisors on request, as to such activities.

6.2.2. From the Closing Date through December 31, 2016, the Company shall have received at least \$20,000,000 in Actual Monetization Revenues. As of March 31, 2017 and the last day of each fiscal quarter thereafter, the Company shall have received at least \$20,000,000 in Actual Monetization Revenues during the four fiscal quarter period ending on such date.

6.3. Maintenance of Existence. The Company shall do all things necessary to preserve, renew and keep in full force and effect and in good standing its legal existence and authority necessary to continue its business.

6.4. Compliance with Legal Requirements. The Company shall comply in all material respects with all valid Legal Requirements applicable to it, except where compliance therewith shall at the time be contested in good faith by appropriate proceedings.

6.5. Notices; Reports.

6.5.1. Certain Notices. The Company shall, promptly following having notice or knowledge thereof, furnish to each of the Purchasers and such information as they may

reasonably request concerning the Company's Monetization Activities and Actual Monetization Revenues, including without limitation the following:

6.5.1.1. any dispute, litigation, investigation, suspension or any administrative or arbitration proceeding by or against the Company for an amount in excess of \$500,000 or affecting the Company's ownership rights with respect to the Patents; and

6.5.1.2. promptly upon acquiring knowledge thereof, the existence of any Default or Event of Default, specifying the nature thereof and what action the Company has taken, is taking or proposes to take with respect thereto.

Each notice pursuant to this Section shall be accompanied by a statement by an Authorized Officer of the Company, on behalf of the Company, setting forth details of the occurrence referred to therein, and stating what action the Company or other Person proposes to take with respect thereto and at what time. Each notice under Section 6.5.1.2 shall describe with particularity any and all clauses or provisions of this Agreement or other Document that have been breached or violated.

6.5.2. Certain Reports. The Issuer shall cause to be furnished to each of the Purchasers the following:

6.5.2.1. no later than the 15th day of every month, a report calculating in detail its Actual Monetization Revenues, in form and substance reasonably satisfactory to the Majority Purchasers;

6.5.2.2. copies of any demand, cease and desist or other similar letter and copies of any material filing in any litigation or arbitration relating to the Patents by or against the Company that is not subject to an "attorneys' eyes only" or other protective order, as soon as reasonably practical after receipt thereof or, in the case of any material letter sent or material filing made by the Company, which is not subject to an "attorneys' eyes only" or other protective order, as early as practical prior to the date such letter is to be sent or such filing is to be made;

6.5.2.3. promptly (and in any event within 10 Business Days) after execution thereof, copies of all judgments, settlement agreements or licenses with respect to the Patents; and

6.5.2.4. promptly (and in any event within 10 Business Days), such additional business, financial, corporate affairs and other information as the Majority Purchasers may from time to time reasonably request.

Subject to the preservation of any privilege, the Company shall authorize and direct any legal counsel or consultant engaged by it to discuss the status of the Company's Monetization Activities with the Purchasers and the Collateral Agent.

6.6. Information Rights.

6.6.1. Upon request of the Majority Purchasers, the Company shall permit any Purchaser and any Purchaser's duly authorized representatives and agents to visit during normal business hours and inspect any of its property, corporate books, and financial records related to the Patents, to examine and make copies of its books of accounts and other financial records related to the Patents and its Monetization Activities and Actual Monetization Revenues, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its managers, officers, employees and independent public accountants (and by this provision the Company hereby authorizes such accountants to discuss with the Purchasers the finances and affairs of the Company so long as (i) an officer or manager of the Company has been afforded a reasonable opportunity to be present for such discussion and (ii) such accountants shall be bound by standard confidentiality obligations), in each case related to the Patents and the Monetization Activities and Actual Monetization Revenues. In addition, upon request of the Majority Purchasers from time to time, and subject to any claims of privilege, the Company shall provide the Purchasers with a status update of any material development in any litigations or any administrative or arbitration proceeding related to the Patents. All costs and expenses incurred by the Purchasers and their duly authorized representatives and agents in connection with the exercise of the Purchasers' rights pursuant to this Section 6.6 shall be paid by the Company.

6.7. Indebtedness. The Company shall not create, incur, assume or otherwise become or remain liable with respect to any Indebtedness that is secured by the Patents or any rights related thereto. The Company shall not incur any other Indebtedness, except for:

6.7.1. Indebtedness in respect of the Obligations;

6.7.2. unsecured trade payables that are not evidenced by a promissory note and are incurred in the Ordinary Course of Business;

6.7.3. the existing Indebtedness set forth on Schedule 6.7; and

6.7.4. additional unsecured Indebtedness that is subordinated to the rights of the Purchasers under this Agreement pursuant to an agreement in form and substance satisfactory to the Majority Purchasers.

6.8. Liens. The Company shall not create, incur, assume or suffer to exist any Lien upon any Patent other than the following ("Permitted Liens"):

6.8.1. Liens securing the Obligations

6.8.2. the Existing Licenses and other non-exclusive licenses that are entered into pursuant to the Company's Monetization Activities and otherwise in compliance with this Agreement, and

6.8.3. the Lien to Alexander H. Good.

6.9. Management of Patents and Patent Licenses.

6.9.1. Dispositions. The Company shall not make any Disposition of any Patents other than (i) entering into settlement agreements or non-exclusive licensing arrangements with respect to the Patents in pursuit of the Monetization Activities, (ii) sales of the Company's proprietary hardware and software products in the ordinary course of business *provided*, for the avoidance of doubt, that no such arrangements shall permit the use of any Patents other than as required for the sale of such products; and (iii) the entry into exclusive license agreements or sales of Patents with the written consent of the Majority Purchasers such consent not to be unreasonably withheld. For the avoidance of doubt, proceeds of any Disposition shall constitute Actual Monetization Revenues. The Company shall include in any Disposition (other than outright sales of Patents) a prohibition against any sublicenses, and a provision that terminates any such arrangement upon a Change of Control of the sublicensee.

6.9.2. Preservation of Patents. (a) The Company shall, at its own expense, take all reasonable steps to pursue the registration and maintenance of each Patent and shall take all reasonably necessary steps to preserve and protect each Patent and (b) the Company shall not do or permit any act or knowingly omit to do any act whereby any of the Patents may lapse, be terminated, or become invalid or unenforceable or placed in the public domain. At its option, the Collateral Agent or the Majority Purchasers may, at the Company's expense, take all reasonable steps to pursue the registration and maintenance of each Patent and take all reasonably necessary steps to preserve and protect each Patent and the Company hereby grants the Collateral Agent a power-of-attorney to take all steps in the Company's name in furtherance of the foregoing; *provided* that the foregoing shall not be interpreted as excusing the Company from the performance of, or imposing any obligation on the Collateral Agent or the Majority Purchasers to cure or perform any obligation of the Company; *provided further* that the Collateral Agent shall give the Company prompt written notice following any action taken by the Collateral Agent under this Section 6.9.2. and shall endeavor to the advance written notice where feasible. Notwithstanding the foregoing, the Company shall not be required to preserve the registration of any Patent that it determines is not necessary for its pursuit of its business objectives so long as the Company offers to assign such Patent to Fortress for no consideration prior to permitting any Patent to lapse, terminate or become invalid, unenforceable or placed in the public domain, with such first offer to be made within a reasonable time frame prior to the date on which such result would occur to permit time for Fortress to consider such offer and for the parties to effect any such transfer.

6.9.3. Entry into Agreements. Neither the Company nor any Affiliate of the Company shall enter into any contract or other agreement with respect to the Patents that contains confidentiality provisions prohibiting or otherwise restricting the Company or such Affiliate from disclosing the existence and content of such contract or other agreement to the Purchasers and their counsel.

6.10. Minimum Liquidity. Uniloc USA, Inc. and Uniloc Lux together, shall maintain not less than One Million Dollars (\$1,000,000) in unrestricted cash and Cash Equivalents ("Liquidity") (not including amounts on deposit in the Cash Collateral Account except to the extent the Uniloc USA, Inc. and Uniloc Lux are entitled to such amounts), and shall provide monthly certifications demonstrating such Liquidity.

6.11. Cash Collateral Account. Within 30 days following the Closing Date, the Issuer shall open a depository account (the “Cash Collateral Account”) with U.S. Bank, N.A. which Cash Collateral Account shall be subject to a control agreement, substantially in the form of Exhibit B (and with such other changes as may be approved by the Collateral Agent and the Company) (the “Control Agreement”), between the Company, U.S. Bank, N.A. and the Collateral Agent. The Issuer shall cause all Actual Monetization Revenues to be deposited into such Cash Collateral Account, shall provide instructions to each payor of Actual Monetization Revenues to directly deposit any Actual Monetization Revenues into the Cash Collateral Account, and the Issuer and Uniloc Lux hereby authorize the Majority Purchasers to inform any payor of Actual Monetization Revenues of the Company’s obligation to direct all Actual Monetization Revenues to the Cash Collateral Account as required hereunder. On each deposit of Actual Monetization Revenues to the Cash Collateral Account, the Issuer shall deliver an officer’s certificate in the form of Exhibit C to the Collateral Agent detailing the source and nature of such Actual Monetization Revenues and setting forth the Company’s calculation of the required application of the resulting Actual Monetization Revenues. On a monthly basis on and after the Closing Date, but no later than the 15th day of each month, the Collateral Agent shall deliver to the Issuer a written statement (each a “Collateral Agent Statement”) with reasonable detail showing the amounts applied by the Collateral Agent in the Cash Collateral Account for the prior month to the payment of the Notes or, after the payment in full of the Notes, the payments made to Purchasers, and payments to the Issuer in respect of the Actual Monetization Revenues. The Cash Collateral Account shall be under the sole control of the Collateral Agent and neither the Issuer nor Uniloc Lux may have withdrawal rights with respect to, or otherwise control of, the Cash Collateral Account; provided that the Collateral Agent shall make withdrawals from the Cash Collateral Account promptly following the deposit of any Actual Monetization Revenues, and will apply such Actual Monetization Revenues to amounts due hereunder in accordance with this Agreement, and will release any excess amounts to the Issuer. The Company shall have access to account statements from the depository bank concerning the Cash Collateral Account.

6.12. Further Assurances. Upon the reasonable request of the Majority Purchasers or the Collateral Agent, the Company shall (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Document or other document or instrument relating to any Collateral, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Collateral Agent or Majority Purchasers may reasonably request from time to time in order to carry out the purposes of the Documents. Promptly upon the Company or Uniloc Lux acquiring any new Subsidiary, such Person shall cause such Subsidiary to execute the Collateral Documents and any other documentation requested by the Collateral Agent, and to take any action reasonably requested to grant to the Collateral Agent, and perfected, liens on its material assets.

6.12.1. Within 60 days after the Closing Date, Uniloc Aus agrees to contribute its equity in Uniloc USA, Inc. to a newly created Delaware limited liability company and, to enter into a limited liability company operating agreement for such newly formed limited liability company substantially in the form attached hereto as Exhibit I and to cause such entity to execute a joinder of the Documents.

6.12.2. Within 90 days after the Closing Date, and at the Company's sole expense, Uniloc Lux shall cause the chain of title issues reflected on Schedule 4.5(b) to be remedied, and shall execute and deliver to the Collateral Agent an updated Patent License Agreement and Patent Security Agreement reflecting the correct filings.

6.12.3. Within 90 days after the Closing Date, and at the Company's sole expense, Uniloc Lux shall cause to be filed in the applicable foreign filing offices any filings required to perfect Collateral Agent's first priority lien in the Patents in China, Germany and the United Kingdom. For any other foreign jurisdiction, at the Purchasers' expense, the Collateral Agent may cause any other filings required to perfect a first priority lien in the Patents in such other jurisdictions and Uniloc Lux will take any actions reasonably requested by the Collateral Agent from time to time in order to carry out such filings.

6.12.4. Within 30 days after the Closing Date, and at the Company's sole expense, Uniloc Lux and Uniloc USA, Inc. shall complete an amendment to the License and Services Agreement dated January 1, 2013, on terms acceptable to the Majority Purchasers.

6.12.5. Within 60 days after the Closing Date, Uniloc, USA, Inc. shall have caused the dissolution of each of its Subsidiaries, and shall have caused such Subsidiaries' assets, if any, to be distributed to Uniloc USA, Inc.

6.12.6. Within 30 days after the Closing Date, and at the Company's sole expense, the Issuer and D/A Investment Holdings LLC shall have delivered to the Purchasers a legal capacity opinion of counsel for the Issuer and D/A Investment Holdings LLC addressed to the Collateral Agent and Purchasers in customary form and otherwise in form and substance reasonably satisfactory to the Collateral Agent and Purchasers.

6.13. Confidentiality. Each party hereto will hold, and will cause its respective Affiliates and its and their respective directors, officers, employees, agents, members, investors, auditors, attorneys, financial advisors, other consultants and advisors and assignees to hold, in strict confidence, unless disclosure to a regulatory authority is necessary in connection with any necessary regulatory approval, examination or inspection or unless disclosure is required by judicial or administrative process or, in the written opinion of its counsel, by other requirement of law or the applicable requirements of any regulatory agency or relevant stock exchange, all non-public records, books, contracts, instruments, computer data and other data and information (collectively, "Information") concerning the other party hereto furnished to it by or on behalf of such other party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) previously known by such party on a non-confidential basis or becomes available to such party on a non-confidential basis, (2) publicly available through no fault of such party or (3) later lawfully acquired from other sources by such party), and neither party hereto shall release or disclose such Information to any other person, except on a confidential basis to its officers, directors, employees, agents, members, investors, Affiliates, auditors, attorneys, financial advisors, other consultants and advisors and except in connection with any proposed assignment or participation of the rights of a Purchaser under this

Agreement made in accordance with Section 9.10.2, provided such prospective assignee or participant has agreed to be bound by the confidentiality provisions consistent with those set forth herein.

6.14. Use of Proceeds. The proceeds of the Notes shall be used to pay expenses of the Company's pursuant of Monetization Activities (or to reimburse the Company for the payment of such expenses), for growth capital, for working capital and for other general corporate purposes that are not in violation of this agreement.

6.15. Restricted Payments. No Company shall make, nor shall any Company permit any Subsidiary of such Company to make, directly or indirectly any Restricted Payment, except (i) Restricted Payments from a Subsidiary of a Company to such Company and (ii) Restricted Payments made out of Excess Liquidity. The applicable Company shall provide the Purchasers with not less than 10 Business Days prior written notice prior to making any Restricted Payment under clause (ii) above, which notice shall be accompanied by a certification setting forth the calculation of the Liquidity Reserve Amount and Excess Liquidity supporting such proposed Restricted Payment, in detail satisfactory to the Purchasers.

6.16. Third Amendment Due Authorization and Legal Opinions. Company shall deliver to the Collateral Agent and the Purchasers customary evidence of due authorization as well as legal opinions, in customary form and otherwise in form and substance reasonably satisfactory to the Collateral Agent and the Purchasers regarding the transactions contemplated by the Third Amendment to Revenue Sharing and Note and Warrant Purchase Agreement, dated as of May 15, 2017, no later than May 26, 2017.

ARTICLE VII EVENTS OF DEFAULT

7.1. Events of Default. Each of the following events is referred to as an "Event of Default":

7.1.1. Payment. The Company shall fail to make any payment due hereunder within 3 Business Days of when such payment is due and payable.

7.1.2. Other Covenants. The Company shall (x) fail to perform or observe any of the covenants or agreements contained in Article VI or (y) fail to perform or observe any of the covenants or agreements elsewhere in this Agreement or in any other Document (other than those covenants or agreements specified in clause (x) above) such failure continues for thirty days after the earlier of (i) written notice to the Company by the Collateral Agent or any Purchaser of such failure or (ii) knowledge of the Company of such failure.

7.1.3. Representations and Warranties. Any representation or warranty of or with respect to the Company, pursuant to or in connection with any Document, or in any financial statement, report, notice, mortgage, assignment or certificate delivered by the Company so representing to the other parties hereto in connection herewith or therewith, shall be false in any material respect on the date as of which it was made.

Document, including directing the Company to take any action requested by the Majority Purchasers (or the Collateral Agent, acting at the direction of the Majority Purchasers) in any Monetization Activity regarding the Patents;

7.2.2. Acceleration. The Majority Purchasers may, by notice in writing to the Company, declare the remaining unpaid amount of the then-outstanding Notes, together with accrued and unpaid interest and fees thereon, and the balance of the Revenue Stream, to be immediately due and payable; *provided* that if a Bankruptcy Event of Default pursuant to Section 7.1.8 shall have occurred, such amounts shall automatically become immediately due and payable; and provided, that in such event, the Company shall immediately and unconditionally be obligated to pay, as liquidated damages with respect to the Revenue Stream, the maximum amount of the Revenue Stream in full, in cash, i.e., the Issuer shall pay to the Purchasers in respect of the Revenue Stream \$23,400,00, less any amounts previously applied to the Revenue Stream.

7.2.3. Standstill. Upon notice in writing from the Majority Purchasers, the Company shall not enter into any new pledges, assignments, licenses, springing licenses, options, non-assertion agreements, earn-outs, monetization agreements, profit and revenue sharing arrangements, derivative interests, fee and recovery splitting agreements, registered user agreements, shop rights and covenants by the Company not to sue third persons with respect to any of the Patents; and

7.2.4. Cumulative Remedies. To the extent not prohibited by applicable law which cannot be waived, each party's rights hereunder and under the other Documents shall be cumulative;

provided that, effective upon the Majority Purchasers (or the Collateral Agent, acting at the direction of the Majority Purchasers) enforcing any such rights or remedies under this Agreement or any other Document, or under applicable law, the Purchasers and the Collateral Agent shall (1) grant, and do hereby grant, to the Company a non-exclusive, royalty-free, world-wide license (with the right to sublicense to third parties under the Existing Licenses and the sale of proprietary products and any other licenses entered into in compliance with this Agreement) to the Patents, which license shall be non-revocable by any third party transferee or any other person or entity that acquires rights in the Patents (by foreclosure or otherwise) at any time following such exercise of rights or remedies, and (2) require as a condition to the effectiveness of any such transfer or assignment (by foreclosure or otherwise) of the Patents or rights in the Patents, that the applicable transferee or assignee acknowledge and agree to the non-revocable grant to the Company of the perpetual license of the type described in the immediately preceding clause (1), which acknowledgement and agreement by such transferee or assignee shall be made in a writing, signed by a duly authorized officer of such transferee or assignee, made to and for the express benefit of the Company, and the original of which shall be delivered by the Purchasers or the Collateral Agent to the Company promptly following any such transfer or assignment.

7.3. Annulment of Defaults. Once an Event of Default has occurred, such Event of Default shall be deemed to exist and be continuing for all purposes of this Agreement until the

earlier of (x) Majority Purchasers shall have waived such Event of Default in writing, (y) the Company shall have cured such Event of Default to the Majority Purchasers' reasonable satisfaction or the Company or such Event of Default otherwise ceases to exist, or (z) the Collateral Agent and the Purchasers or Majority Purchasers (as required by Section 9.4.1) have entered into an amendment to this Agreement which by its express terms cures such Event of Default, at which time such Event of Default shall no longer be deemed to exist or to have continued. No such action by the parties hereto shall prevent the occurrence of, or effect a waiver with respect to, any subsequent Event of Default or impair any rights of the parties hereto upon the occurrence thereof.

7.4. Waivers. To the extent that such waiver is not prohibited by the provisions of applicable law that cannot be waived, the Company waives:

7.4.1. all presentments, demands for performance, notices of nonperformance (except to the extent required by this Agreement), protests, notices of protest and notices of dishonor;

7.4.2. any requirement of diligence or promptness on the part of the Purchasers in the enforcement of its rights under this Agreement;

7.4.3. any and all notices of every kind and description which may be required to be given by any statute or rule of law; and

7.4.4. any defense (other than indefeasible payment in full) which it may now or hereafter have with respect to its liability under this Agreement or with respect to the Obligations.

ARTICLE VIII COLLATERAL AGENT

8.1. Appointment of Collateral Agent. Each of the Purchasers hereby appoints Fortress Credit Co LLC as Collateral Agent to act for them as collateral agent, to hold any pledged collateral and any other collateral perfected by perfection or control for the benefit of the Purchasers; *provided* that the rights of the Purchasers to direct the Collateral Agent and to receive proceeds of Collateral shall be prior to, and controlling of, any rights of the Purchasers. Notwithstanding, but without limiting the foregoing, the Collateral Agent shall take direction from the Majority Purchasers and shall distribute any proceeds of the Collateral in accordance with Section 2.4, such that any proceeds of Term A/B Priority Collateral shall first be applied to satisfy the Obligations owing to the Term A/B Purchaser, as provided under Section 2.4.1, and the proceeds of Term C Priority Collateral shall first be applied to satisfy the Obligations owing to the Term C Purchaser as provided under Section 2.4.2, in each case, prior to being applied to the Obligations owing to the other Purchaser.

8.2. Collateral. The Collateral Agent shall act at the instruction of the Majority Purchasers with respect to providing any vote, consent or taking other action with respect to the Collateral.

Indemnitor; *provided further*, that with respect to any claim as to which the Indemnitee is controlling the defense, the Indemnitor will not be liable to any Indemnitee for any settlement of any claim pursuant to this Section 9.2 that is effected without its prior written consent, which consent shall not be unreasonably withheld. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 9.2 may be unenforceable because it is violative of any law or public policy, the Company shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them. Notwithstanding anything to the contrary in this Agreement, no party shall be liable to the other party or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages (including with respect to lost revenue, lost profits or savings or business interruption) of any kind or nature whatsoever suffered by the other party or any third party howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or such party has been advised of the possibility of such damages. The provisions of this Section 9.2 shall survive the repayment in full of the Notes and the termination of this Agreement.

9.3. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and delivered via facsimile, email (in each case, followed promptly by delivery from a nationally recognized overnight courier) or a nationally recognized overnight courier. Such notices, demands and other communications will be delivered or sent to the address indicated on Schedule 9.3 or such other address or to the attention of such other Person as the recipient party shall have specified by prior written notice to the sending party. Any such communication shall be deemed to have been received when actually delivered or refused.

9.4. Amendments, Consents, Waivers, etc.

9.4.1. Amendments. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the Company, the Collateral Agent and the Majority Purchasers; *provided* that the consent of each affected Purchaser shall be required for any amendment that (i) waives or reduces any amounts owed to it under this Agreement or extends the date for payment of any amount hereunder, (ii) releases the Company or (iii) releases all or any material portion of the Collateral, except in connection with any Disposition of Patents to the extent permitted under Section 6.9.1. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Company in any case shall entitle the Company to any further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 9.4.1 shall be binding upon the holders of the Obligations at the time outstanding and each future holder thereof.

9.4.2. Course of Dealing; No Implied Waivers. No course of dealing between the Purchasers and the Company shall operate as a waiver of any Purchaser's rights under this Agreement or with respect to the Obligations. In particular, no delay or omission on the part of any Purchaser in exercising any right under this Agreement or with respect to the Obligations shall operate as a waiver of such right or any other right hereunder or

thereunder. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

9.5. No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in financing transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

9.6. Certain Acknowledgments. Each of the Company and the Purchasers acknowledges that:

9.6.1. it has been advised by counsel in the negotiation, execution and delivery of this Agreement; and

9.6.2. no joint venture is created hereby or otherwise exists by virtue of the transactions contemplated hereby or thereby among the Company and the Purchasers.

9.7. Venue; Service of Process; Certain Waivers. The Company and Purchaser:

9.7.1. irrevocably submit to the exclusive jurisdiction of any New York state court or federal court sitting in New York, New York, and any court having jurisdiction over appeals of matters heard in such courts, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof or thereof;

9.7.2. waive to the extent not prohibited by applicable law that cannot be waived, and agree not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-named courts, any claim that they are not subject personally to the jurisdiction of such court, that their property is exempt or immune from attachment or execution, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Agreement, or the subject matter hereof or thereof, may not be enforced in or by such court;

9.7.3. consent to service of process in any such proceeding in any manner at the time permitted under the applicable laws of the State of New York and agree that service of process by registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 9.3 is reasonably calculated to give actual notice; and

9.7.4. waive to the extent not prohibited by applicable law that cannot be waived any right to claim or recover in any such proceeding any special, exemplary, punitive or consequential damages.

9.8. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH COMPANY AND EACH PURCHASER WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF

OR RELATING TO THIS AGREEMENT OR THE CONDUCT OF THE PARTIES HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. The Company acknowledges that it has been informed by the Purchasers that the foregoing sentence constitutes a material inducement upon which the Purchasers have relied and will rely in entering into this Agreement. Any of the Company or Purchasers may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the Company and Purchasers to the waiver of their rights to trial by jury.

9.9. Interpretation; Governing Law; etc. All covenants, agreements, representations and warranties made in this Agreement or in certificates delivered pursuant hereto or thereto shall be deemed to have been relied on by each Purchaser, notwithstanding any investigation made by such Purchaser, and shall survive the execution and delivery to the Purchasers hereof and thereof. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement and the Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings and agreements, whether written or oral. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement or the Documents or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

9.10. Successors and Assigns

9.10.1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by Sections 9.10.2 and 9.10.3.

9.10.2. The Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Majority Purchasers. Subject to Section 9.10.4 below, any Purchaser may sell, assign, participate or transfer all or any part of their rights under this Agreement to an Eligible Assignee (as defined below); *provided* that such Purchaser and the assignee of such Purchaser shall have delivered an executed Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit D to the Company and each other Purchaser. In the case of any sale, assignment, transfer or negotiation of all or part of the rights of a Purchaser under this Agreement that is authorized under this Section 9.10.2, the assignee, transferee or recipient shall have, to the extent of such sale, assignment, transfer or negotiation, the same rights, benefits and obligations as it would if it were a Purchaser hereunder. The Purchasers agree to provide to the Company prompt written notice of any sales, assignments or transfers permitted hereunder, including the name and address of the transferee(s). "Eligible Assignee" means any Affiliate of the Purchasers or the Collateral Agent, any commercial bank, insurance company, finance company, financial institution,

SCHEDULE 4.5(a)

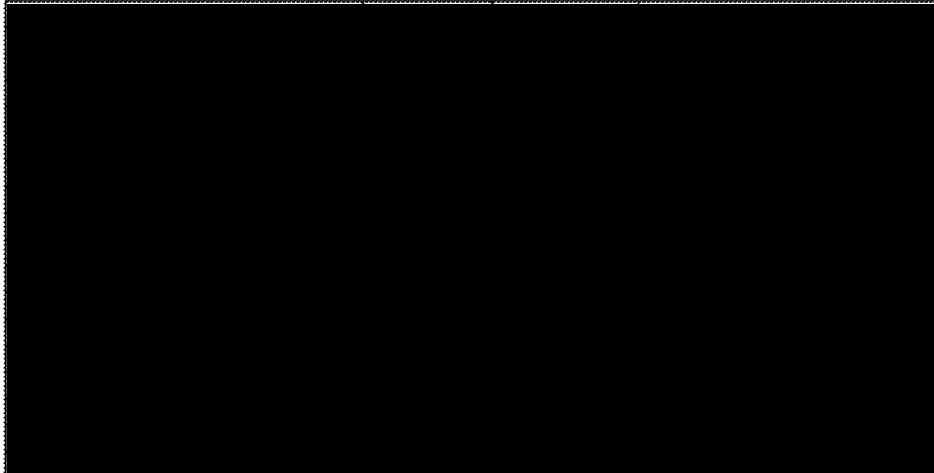
EXISTING LICENSES

(Updated May 10, 2017)

31. License and Services Agreement dated effective as of January 1, 2013, by and between Uniloc USA, Inc. and Uniloc Luxembourg S.A. and the same such agreement dated effective September 19, 2014; February 22, 2016; and February 21, 2017; and Amendment to License and Services Agreement dated February 26, 2015.
32. Patent License Agreement dated as of December 23, 2013, between Uniloc Luxembourg S.A. and Device Authority, Inc. and subsequent First Amendment to Patent License Agreement dated August 5, 2014.
33. Patent License Agreement effective December 30, 2014, by Uniloc Luxembourg S.A. and Uniloc USA, Inc. and between Fortress Credit Co LLC.
34. Technology License and Ownership Allocation Agreement dated as of November 19, 2016 between Uniloc Luxembourg S.A. and NewCo for the use of the Centurion Platform for Agreed Limited Purposes.
35. See attached listing of licenses and license agreements.

SUMMARY OF UNILOC LICENSE AGREEMENTS

Updated May 10, 2017

Licensee	Date	Lump Sum	Document Type
			

Date	Description	Amount
	1/1/2018	100.00
	2/1/2018	200.00
	3/1/2018	300.00
	4/1/2018	400.00
	5/1/2018	500.00
	6/1/2018	600.00
	7/1/2018	700.00
	8/1/2018	800.00
	9/1/2018	900.00
	10/1/2018	1000.00
	11/1/2018	1100.00
	12/1/2018	1200.00
	1/1/2019	1300.00
	2/1/2019	1400.00
	3/1/2019	1500.00
	4/1/2019	1600.00
	5/1/2019	1700.00
	6/1/2019	1800.00
	7/1/2019	1900.00
	8/1/2019	2000.00
	9/1/2019	2100.00
	10/1/2019	2200.00
	11/1/2019	2300.00
	12/1/2019	2400.00
	1/1/2020	2500.00
	2/1/2020	2600.00
	3/1/2020	2700.00
	4/1/2020	2800.00
	5/1/2020	2900.00
	6/1/2020	3000.00
	7/1/2020	3100.00
	8/1/2020	3200.00
	9/1/2020	3300.00
	10/1/2020	3400.00
	11/1/2020	3500.00
	12/1/2020	3600.00
	1/1/2021	3700.00

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EXHIBIT E

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the "**Agreement**") is made and entered into effective as of December 30, 2014 by and among:

Uniloc Luxembourg, S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 ("**Uniloc Lux**");

Uniloc USA, Inc., a Texas corporation having its principal place of business located at 7160 Dallas Parkway, Suite 380, Plano, TX 75024 ("**Uniloc USA**" and, collectively with the Uniloc Lux, "**Licensor**"); and

Fortress Credit Co LLC, an entity incorporated under the laws of Delaware having its principal place of business located at 1345 Avenue of the Americas, 46th Floor, New York, NY 1005 ("**Licensee**").

Licensor and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, pursuant to the License and Services Agreement (the "**Existing License Agreement**"), effective as of January 1, 2013, between Uniloc Lux and Uniloc USA, Uniloc Lux has licensed certain patents to Uniloc USA and Uniloc USA has agreed to provide certain services to Uniloc Lux; and

WHEREAS, the Parties have entered into (i) the Revenue Sharing and Note and Warrant Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), by and among the Licensor, Uniloc Corporation PTY Limited, the Purchasers (including the Licensee) and the Licensee, acting as the Collateral Agent and (ii) the Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantors (as defined therein, including Licensor) and the Licensee, acting as the Collateral Agent;

WHEREAS, in consideration of the investments set forth in the Purchase Agreement, Licensor agreed to grant certain rights, including rights to license patents and patent applications, to the Licensee for the benefit of the Secured Parties; and

WHEREAS, Licensor is the owner of certain patents and patent applications identified in Schedule I(a) of the Purchase Agreement (as updated from time to time), which Schedule I(a) shall be an integral part of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Definitions

In this Agreement, the following terms shall have the assigned meaning. Capitalized terms used in this Agreement but not defined herein shall have the meaning given to them in the Purchase Agreement and/or the Security Agreement, as applicable.

“**Licensed Patents**” shall mean the Patents listed on Schedule I(a) of the Purchase Agreement, as updated from time to time.

2. License

- 2.1 Subject to the terms and conditions herein and in the Purchase Agreement, Licensor hereby grants to Licensee a non-exclusive, transferrable, sub-licensable, divisible, irrevocable, fully paid-up, royalty-free, and worldwide license to the Licensed Patents, including, but not limited to, the rights to make, have made, market, use, sell, offer for sale, import, export and distribute the inventions disclosed in the Licensed Patents and otherwise exploit the Licensed Patents in any lawful manner in Licensee's sole and absolute discretion solely for the benefit of the Secured Parties (“**Patent License**”), provided that Licensee shall only use the Patent License following an Event of Default.
- 2.2 If Licensee elects to grant any sublicense(s) pursuant to the Patent License in Section 2.1, Licensee shall (x) obtain the prior written approval of Licensor before entering into any sublicense agreement imposing financial obligations or restrictions on Licensor and (y) provide written notice within fifteen days of entering into any sublicense agreement.
- 2.3 Notwithstanding any term contained in the Existing License Agreement, Uniloc USA hereby consents to the present grant by both Uniloc Lux and Uniloc USA of a license of the Licensed Patents to the Licensee as set forth herein.

3. Representations, Warranties and Acknowledgements

- 3.1 Each Party represents, warrants and covenant to the other that the execution, delivery and performance of this Agreement is within each Party's powers and has been duly authorized.
- 3.2 Licensor hereby represents, warrants and covenant that it is the sole and exclusive owner of all rights, title and interest in and to the Licensed Patents.
- 3.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT ARISE BY COURSE OF DEALING OR BY REASON OF CUSTOM OR USAGE IN THE TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 3.4 Notwithstanding anything to the contrary in this Agreement, no Party shall be liable to the other or any third party for any indirect, incidental, exemplary, special, punitive or

consequential damages (including with respect to lost revenue, lost profits or savings or business interruption) of any kind or nature whatsoever suffered by the other Party or any third party howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or such party has been advised of the possibility of such damages.

4. Infringement

Upon request, Licensee shall notify Licensor of any infringement of the Licensed Patents by third parties of which Licensee become aware. Licensor shall have the sole right, at its expense, to bring any action on account of any such infringement of the Licensed Patents, and Licensee shall reasonably cooperate with Licensor, as Licensor may request and at Licensor's expense, in connection with any such action brought by Licensor.

5. Termination

5.1 The Parties may terminate this Agreement at any time by mutual written agreement executed by both Parties provided that any sublicenses granted hereunder prior to the termination of this Agreement shall survive according to the respective terms and conditions of such sublicenses.

5.2 The Agreement shall end after the later of (x) the expiration of the last Licensed Patent to expire, (y) the date on which all statutes of limitations have fully run for bringing infringement claims under the Licensed Patents and (z) the termination of any sublicensing agreement by Licensee with regards to the Licensed Patents. Breach(es), material or otherwise, of this Agreement by either Party or any other Person will not constitute grounds by which this Agreement may be terminated.

6. Survival

Any rights and obligations which by their nature survive and continue after any expiration or termination of this Agreement will survive and continue and will bind the Parties and their successors and assigns, until such rights are extinguished and obligations are fulfilled.

7. Statement of Intent With Respect to Bankruptcy.

The Parties intend that the licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. ("Bankruptcy Code"), licenses of rights to "intellectual property" as defined in the Bankruptcy Code.

8. Assignment

Licensee and each of its sublicensees may, without the consent of Licensor, assign any or all of their rights and interests, and delegate any or all of their obligations without restriction. The rights and obligations of the Parties hereto shall inure to the benefit of,

and be binding and enforceable upon and by, the respective successors and assigns of the Parties.

9. Entire Agreement and Construction

This Agreement along with the pertinent provisions of the Purchase Agreement and the other Documents constitute the sole, final and entire understanding of the parties hereto concerning the subject matter hereof, and all prior understandings having been merged herein. This Agreement cannot be modified or amended except by a writing signed by the Parties hereto. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party.

10. Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. Notices

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, or by overnight delivery service from a recognized carrier, to the respective Party as follows:

if to Licensor:


7160 Dallas Parkway, Suite 380
Plano, TX 75024
Attn: Craig Etchegoyen and Sean Burdick

With a copy to:

Jeffrey C. Anderson
Gray Plant Mooty
500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Tel: 612-632-3000

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

UNILOC USA, INC.
as Uniloc USA


By: 
Name: Sean D. Burdick
Title: President

UNILOC LUXEMBOURG S.A.
as Uniloc Lux

By: 
Name: Craig Etchegoyen
Title: CEO

[Signature Page to Patent License Agreement]

FORTRESS CREDIT CO LLC,
as Licensee

By: 
Name: **CONSTANTINE M. DAKOLIAS**
Title: **PRESIDENT**

[Signature Page to Patent License Agreement]

EXHIBIT F

CERTIFIED COPY

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 UNILOC USA, INC., et al., Case Nos.: 3:18-cv-00360-WHA
Case Nos.: 3:18-cv-00363-WHA
5 Plaintiffs, Case Nos.: 3:18-cv-00365-WHA
Case Nos.: 3:18-cv-00572-WHA

6 vs.

7 APPLE INC.,

8 Defendant.

9 _____ //

10
11 CONFIDENTIAL - ATTORNEYS' EYES ONLY

12 DEPOSITION OF EREZ LEVY

13 Friday, September 21, 2018

14
15
16 REPORTED BY:

17 APRIL DAWN HEVEROH, RPR, CLR, CCRR, CSR No. 8759

18
19
20
21
22
23
24
25

1 Uniloc Luxembourg and Uniloc USA to be part of this
2 license to Fortress Credit?

3 A. I do not recall.

4 Q. Are you aware of any patents that were excluded
5 from this license?

6 A. I do not recall.

7 Q. Did you take any steps to verify whether the
8 parties intended for all patents owned by Uniloc
9 Luxembourg to be part of this license to Fortress
10 Credit?

11 A. In preparation for this deposition?

12 Q. Or in general.

13 A. No.

14 Q. Did you take any steps to determine whether any
15 particular patents were excluded from this license
16 between Fortress and Uniloc?

17 A. No.

18 Q. Nevertheless, sitting here today, you're not
19 aware of any patents that were excluded from this
20 license, correct?

21 A. That is correct.

22 Q. To the best of your understanding, this
23 agreement was intended to include all of Uniloc
24 Luxembourg's patent portfolio, correct?

25 A. Yes.

1 moment.

2 MS. NEFF: Thank you, Counsel.

3 Q. Do you see that in the revenue sharing
4 agreement we were just looking at, the first appendix
5 listed is appendix 1, definitions?

6 A. Yes.

7 Q. That document we do have.

8 (Whereupon, Defendant's Exhibit 1013 was marked
9 for identification.)

10 BY MS. NEFF:

11 Q. I've marked for you as Exhibit 1013 to the
12 deposition appendix 1 to the revenue sharing agreement.

13 Would you turn with me, please, to the page
14 ending in 326. Are you there?

15 A. I am.

16 Q. Do you see that "patents" means all
17 intellectual property of the company, company meaning
18 Uniloc Luxembourg, Uniloc Corporation, Uniloc USA and DA
19 Investment Holdings?

20 A. Yes.

21 Q. The parties intended that Fortress' rights as
22 described in the revenue sharing and note and warrant
23 purchase agreement would attach to all of Uniloc
24 Luxembourg, Uniloc Corporation, Uniloc USA and DA
25 Investment Holdings' intellectual property, right?

1 A. Yes, that's what the document says.

2 (Whereupon, Defendant's Exhibit 1014 was marked
3 for identification.)

4 BY MS. NEFF:

5 Q. I've handed you our next exhibit.

6 A. Thank you.

7 Q. You recognize this as the third amendment to
8 the revenue sharing and note and warrant purchase
9 agreement, correct?

10 A. Yes.

11 Q. What was the general purpose of this amendment
12 from a business perspective?

13 A. To provide additional capital to the company.

14 Q. This agreement is between Uniloc entities and
15 Fortress entities, right?

16 A. That's what the document articulates, yeah.

17 Q. The Uniloc entities include Uniloc USA, Uniloc
18 Luxembourg, Uniloc Corporation and DA Investment
19 Holdings, correct?

20 A. The document speaks for itself.

21 Q. Am I, nevertheless, correct that those Uniloc
22 entities are listed as the Uniloc entities that are
23 parties to this amendment?

24 A. Yes.

25 Q. Uniloc USA is referred to as the issuer in this

1 by this section for any dispute, correct?

2 A. I have never been made aware, yes.

3 Q. Do you have any knowledge of how the company
4 provided that notice?

5 A. I don't.

6 Q. Do you have any knowledge of who from the
7 company would have sent that notice?

8 A. I don't.

9 Q. Who at Fortress would have received any such
10 notice? You mentioned the general counsel's office.

11 A. That is correct.

12 Q. Who --

13 A. Like Dan Hulea and anybody in that group. It's
14 a relatively large group of in-house counsels.

15 Q. So attorneys for Fortress would have received
16 any notice pursuant to section 6.5.1; is that right?

17 A. That's my understanding.

18 Q. Are there any instances of which you are aware
19 where the company should have provided notice under
20 section 6.5.1, but failed to do so?

21 A. I am not aware of any.

22 Q. Section 6.5.1.2 requires the company to give
23 notice regarding existing default or an event of default
24 and specify the nature. Do you see that?

25 A. I see that.

1 Q. Did the company ever provide notice of any
2 default or event of default as required by this section?

3 A. I am not aware of it.

4 Q. Had the company provided such notice of
5 default, would you have expected to have been made
6 aware?

7 A. Yes.

8 Q. How many times -- withdrawn.

9 Section 6.5.2 also requires Uniloc USA as
10 issuer to furnish certain reports to the purchasers. Do
11 you see that?

12 A. Yes.

13 Q. How did Uniloc USA provide those reports?

14 A. What do you mean how?

15 Q. In what form?

16 A. I don't know.

17 Q. Do you know who from Uniloc USA sent those
18 reports?

19 A. No.

20 Q. Do you know who at Fortress would have received
21 those reports from Uniloc USA?

22 A. Usually, the -- there's a group called the
23 asset management and they kind of receive reports and --
24 from the company, and then they report to us if there's
25 any anomaly.

1 Q. Section 7.3 refers to annulment of an event of
2 default, right?

3 A. Uh-huh.

4 Q. Is that a "yes"?

5 A. Yes. Sorry.

6 Q. And do you see that section 7.4 refers to
7 waiving an event of default in writing? Withdrawn.

8 Still under 7.3 --

9 A. If you're going to ask me, can I read it?
10 'Cause I'm not sure I remember --

11 Q. Please do.

12 A. Okay.

13 Q. Section 7.3 refers to waiving an event of
14 default in writing, correct?

15 A. Yes, (X).

16 Q. Are you aware of any instance where the
17 majority purchasers waived an event of default in
18 writing?

19 A. I am not aware.

20 Q. Did you do anything to research whether there
21 were any occasions where the major purchasers waived an
22 event of default in writing?

23 A. No.

24 Q. Clause (Y) refers to curing a default where the
25 default ceases to exist. Do you see that?

1 A. I do.

2 Q. Are you aware of any instance where an event of
3 default was cured to the reasonable satisfaction of the
4 major purchasers?

5 A. I am not aware of an event of default.

6 Q. Are you aware of any instance where an event of
7 default was in existence but then ceased to exist?

8 A. I am not aware of any such event.

9 Q. Clause (Z) refers to an amendment to the
10 agreement that cures an event of default. Do you see
11 that?

12 A. I do.

13 Q. Are you aware of any amendment to this
14 agreement that cures an event of default?

15 A. No.

16 Q. This agreement has been amended three times,
17 right?

18 A. Correct.

19 Q. Did any of those amendments cure an event of
20 default?

21 A. Not that I'm aware of.

22 Q. Did you speak with anyone to determine whether
23 any of those amendments cured an event of default?

24 A. No. I'm just not aware of an event of default.

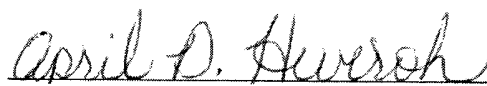
25 Q. So far we've been talking about the time period

REPORTER CERTIFICATE

1
2 I hereby certify that the witness in the
3 foregoing deposition was by me duly sworn to testify to
4 the truth, the whole truth and nothing but the truth in
5 the within-entitled cause; that said deposition was
6 taken at the time and place herein named; that the
7 deposition is a true record of the witness' testimony as
8 reported to the best of my ability by me, a duly
9 certified shorthand reporter and a disinterested person,
10 and was thereafter transcribed under my direction into
11 typewriting by computer; that the witness was given an
12 opportunity to read and correct said deposition and to
13 subscribe the same. Should the signature of the witness
14 not be affixed to the deposition, the witness shall not
15 have availed himself or herself of the opportunity to
16 sign or the signature has been waived.

17 I further certify that I am not interested
18 in the outcome of said action, nor connected with, nor
19 related to any of the parties in said action, nor to
20 their respective counsel.

21 IN WITNESS WHEREOF, I have hereunto set my
22 hand this _____ day of _____, 2018.

23
24 

APRIL DAWN HEVEROH
CSR NO. 8759

EXHIBIT G

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

- - -

UNILOC USA, INC., et al., : CASE NOS.
Plaintiffs, : 3:18-cv-00360-WHA
vs. : 3:18-cv-00363-WHA
APPLE INC., : 3:18-cv-00365-WHA
Defendant. : 3:13-cv-00572-WHA

- - -

CONFIDENTIAL - ATTORNEYS' EYES ONLY
Monday, October 8, 2018

- - -

Videotaped deposition of DRAKE TURNER, held at
GOLDMAN ISMAIL TOMASELLI BRENNAN & BAUM, L.L.P., 429
Santa Monica Boulevard, Suite 710, Santa Monica,
California, commencing at approximately 9:04 a.m.,
before Rosemary Locklear, a Registered Professional
Reporter, Certified Realtime Reporter and California CSR
(#13969).

- - -

GOLKOW LITIGATION SERVICES
877.370.3377 ph | 971.591.5672 Fax
deps@golkow.com

1 Q. And when you say "the lending agreement," are
2 you referring to the Revenue Sharing and Note and
3 Warrant Purchase Agreement that I mentioned earlier?

4 A. Yes.

5 Q. Now, we discussed earlier how Uniloc Luxembourg
6 didn't acquire the patents in suit until May 2017;
7 correct?

8 A. Yes.

9 Q. But the December of 2014 agreements with
10 Fortress or the other entities that you mentioned
11 applied to patents that Uniloc Luxembourg might acquire
12 in the future as well; correct?

13 A. Yes.

14 Q. So, in other words, that's how Fortress and
15 these other entities, CF, et cetera, obtained a security
16 interest in the patents in suit. Yes?

17 A. Generally, that's correct.

18 MS. ABENDSHIEN: This was previously marked as
19 1012.

20 BY MS. ABENDSHIEN:

21 Q. Mr. Turner, before turning to this document, I'd
22 like to follow up with you on your previous response.

23 In response to my question about how Fortress
24 and the other entities, CF, et cetera, obtained a
25 security interest in the patents in suit, and this was

1 A. Yes.

2 Q. And this is the reference that would provide the
3 additional specific details for a particular row or line
4 item, in this case, Other Operating Income; is that
5 right?

6 A. Correct.

7 Q. Okay. And here do you see, right below Other
8 Operating Income, it says, Litigation and licensing
9 revenue?

10 A. Yes.

11 Q. And the number to the right of that label, under
12 the column 2017 USD, is 14,360,989; is that right?

13 A. That's correct.

14 Q. Okay. And if we turn back to Page -- I think
15 it's 16837 -- or excuse me, pardon me -- 16839, in
16 Row 5, Other operating income, under the Current year
17 column, we have the number 14,360,989; correct?

18 A. That's correct.

19 Q. So that's the same number.

20 A. That is the same number.

21 Q. So Row 5, Other operating income, here reflects,
22 as we see on Page 16849, Litigation and licensing
23 revenue; correct?

24 A. Yes.

25 Q. Okay.

1 A. Excuse me. Yes.

2 Q. And that description is consistent with the more
3 general definition that we saw in Section 2.2.9 of the
4 Notes; is that right?

5 A. Yes.

6 Q. And that number includes all litigation and
7 licensing revenue obtained for the fiscal year ending
8 June 30th, 2017, by Uniloc Luxembourg; correct?

9 A. Correct.

10 Q. And as you explained before, that number
11 reflects and includes the litigation and licensing
12 revenue obtained directly by Uniloc USA; correct?

13 A. The number is the same.

14 Q. Okay. Now, let's turn back to Page 16839.

15 A. Okay.

16 Q. Do you see in Row 13 where it says Loss for the
17 financial year?

18 A. Yes.

19 Q. And then in the Current year column, there's the
20 number 6,970,368; is that right?

21 A. That's correct.

22 Q. What kind of losses would be included in that
23 number?

24 A. Sorry. When you asked that, I don't know what
25 you mean when you say what kind of losses are included.

1 Q. I'll rephrase.

2 What is meant by Loss for the financial year?

3 What does that refer to?

4 A. It's the net amount -- for purposes of these
5 financial statements and my understanding of Uniloc --
6 excuse me -- of Luxembourg statutory accounting and
7 presentation, Line 13 that you're talking about, Loss
8 for the financial year, is merely the net of total
9 income, less total charges, which are on the previous
10 page, 16838. So it's a mathematical result.

11 Q. Okay.

12 A. Which shows that the charges were greater than
13 the income in the amount of \$6,970,368.

14 Q. Losses are separate and distinct from revenue;
15 right?

16 A. Losses, in my -- to my understanding as an
17 accountant, are the result of the interplay between
18 income and expenses or income and deductions or income
19 and charges, and either it's -- if one is greater than
20 the other, you have net income, if one is less than the
21 other, you have a net loss.

22 Q. So for the financial year ending June 30th,
23 2017, all of the litigation and licensing revenue is
24 included in the figure at Row 5; correct?

25 A. Yes.

1 STATE OF CALIFORNIA)

2 COUNTY OF LOS ANGELES)

3 I, ROSEMARY LOCKLEAR, a Certified Shorthand
4 Reporter of the State of California, duly authorized to
5 administer oaths pursuant to Section 2025 of the
6 California Code of Civil Procedure, do hereby certify
7 that

8 DRAKE TURNER, the witness in the foregoing
9 deposition, was by me duly sworn to testify the truth,
10 the whole truth and nothing but the truth in the
11 within-entitled cause; that said testimony of said
12 witness was reported by me, a disinterested person, and
13 was thereafter transcribed under my direction into
14 typewriting and is a true and correct transcription of
15 said proceedings.

16 I further certify that I am not of counsel or
17 attorney for either or any of the parties in the
18 foregoing deposition and caption named, nor in any
19 way interested in the outcome of the cause named in
20 said deposition dated the _____ day of
21 _____, 2018.

22

23

24

25 ROSEMARY LOCKLEAR, RPR, CRR, CSR 13969

EXHIBIT H

Uniloc Luxembourg S.A.
Société Anonyme
14 rue Edward Steichen L-2540 Luxembourg
R.C.S. Luxembourg : B 159 161 Subscribed
Capital : USD 55,153

Management Report of the Board of Directors For the year ended 30 June 2017
--

Continued from prior page:

The overall chill in the environment for companies operating in the patent enforcement space continued, due to a variety of factors such as adverse rulings on some significant cases wholly unrelated to Uniloc's patents. Some of the well-known publicly traded entities operating in the space have effectively exit the business, continuing an unusually challenging environment for traditional investors. As such, it remains difficult to obtain equity capital, especially for private concerns. In such environments, there may be opportunities for consolidation among companies with complementary operations or competitive advantages.

The Company continues to use its Centurion platform for strategic and tactical use in all aspects of the Company's patent operations, including (but not limited to) offensive and defensive enforcement efforts, development and acquisition, competitive negotiations, reduced cost of enforcement, reduced reliance on outside experts, and the development of additional potential revenue channels. Its use has augmented the results achieved during this fiscal year, supporting a continuing expansion of the revenue pipeline. The Company believes this platform continues to provide a competitive advantage that will allow for outperforming versus any peer group.

The Company did not have any branches during the year ended 30 June 2017.

The Company did not redeem any shares during the year ended 30 June 2017.

There were no material adjusting events subsequent to 30 June 2017.

B. INCOME

	Reference(s)	Current year	Previous year
1. Net turnover	1701 _____	701 _____	702 _____
2. Change in inventories of finished goods and of work and contracts in progress	1703 _____	703 _____	704 _____
3. Fixed assets under development	1705 _____	705 _____	706 _____
4. Reversal of value adjustments	1707 _____	707 _____	708 _____
a) on formation expenses and on tangible and intangible fixed assets	1709 _____	709 _____	710 _____
b) on current assets	1711 _____	711 _____	712 _____
5. Other operating income	1713 <u>11</u>	713 <u>14,360,989</u>	714 <u>7,312,692</u>
6. Income from financial fixed assets	1715 _____	715 _____	716 _____
a) derived from affiliated undertakings	1717 _____	717 _____	718 _____
b) other income from participating interests	1719 _____	719 _____	720 _____
7. Income from financial current assets	1721 _____	721 _____	722 _____
a) derived from affiliated undertakings	1723 _____	723 _____	724 _____
b) other income from financial current assets	1725 _____	725 _____	726 _____
8. Other interest and other financial income	1727 _____	727 _____	728 _____
a) derived from affiliated undertakings	1729 _____	729 _____	730 _____
b) other interest and similar financial income	1731 _____	731 _____	732 _____
9. Share of profits of undertakings accounted for under the equity method	1745 _____	745 _____	746 _____
10. Extraordinary income	1733 _____	733 _____	734 _____
13. Loss for the financial year	1735 _____	735 <u>6,970,368</u>	736 <u>7,165,338</u>
TOTAL INCOME		737 <u>21,331,357</u>	738 <u>14,478,030</u>

The notes in the annex form an integral part of the annual accounts

Uniloc Luxembourg S.A.
Société Anonyme
Notes to the annual accounts
30 June 2017

10. INTEREST AND OTHER FINANCIAL CHARGES	2017 USD	2016 USD
Interest concerning affiliated undertakings	-	-
Exchange losses	1,140	6,735
Other interest charges	1,418,866	833,735
Other financial charges	3,533,128	493,469
	<u>4,953,134</u>	<u>1,333,939</u>

11. OTHER OPERATING INCOME	2017 USD	2016 USD
Litigation and licensing revenue	14,360,989	7,276,292
Reduction in provisions for taxes	-	36,400
	<u>14,360,989</u>	<u>7,312,692</u>

For the years ended 30 June 2017 and 30 June 2016, the caption is only composed of revenue from litigation settlements.

12. NUMBER OF EMPLOYEES	2017	2016
Average number of employees in full-time employment during the year		
Employees	<u>2</u>	<u>2</u>
	<u>2</u>	<u>2</u>

As at 30 June 2017 there were two employees in the Company, the Chief Executive Officer and the Chief Financial Officer.

13. STAFF COSTS	2017 USD	2016 USD
Bonuses and incentives	1,258,550	777,500
Base wages	931,200	630,000
Social security on salaries and wages	46,863	39,925
	<u>2,236,623</u>	<u>1,447,425</u>

EXHIBIT I

THIRD AMENDMENT TO REVENUE SHARING AND NOTE AND WARRANT PURCHASE AGREEMENT

This THIRD AMENDMENT TO REVENUE SHARING AND NOTE AND WARRANT PURCHASE AGREEMENT (this “Amendment”) is dated as of May 15, 2017 (the “Third Amendment Effective Date”) among Uniloc USA, Inc. a Texas corporation (“Issuer”), Uniloc Luxembourg S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 14, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 (“Uniloc Lux”), Uniloc Corporation PTY Limited (“Uniloc Aus”) and D/A Investment Holdings LLC (together with Uniloc Lux and Uniloc Aus, the “Guarantors”, and, collectively, with Issuer, the “Company” and each, a “Company”), Fortress Credit Co LLC as collateral agent (the “Collateral Agent”) and the CF DB EZ LLC (which is the successor by assignment of the initial Purchaser Fortress Credit Co LLC)(as Purchaser of the Term A and Term B Notes, and together with its successors and assigns, the “Term A/B Purchaser”) and CF DB EZ 2017 LLC (as Purchaser of the Term C Notes, and together with its successors and assigns, the “Term C Purchaser”)(such Purchasers together with their successors and assigns, the “Purchasers”), and amends that certain Revenue Sharing and Note and Warrant Purchase Agreement between the Company, the Collateral Agent and the Purchasers as of December 30, 2014 (such Agreement amended hereby and as previously amended by that certain FIRST AMENDMENT TO REVENUE SHARING AND NOTE AND WARRANT PURCHASE AGREEMENT dated February 24, 2015, that certain SECOND AMENDMENT TO REVENUE SHARING AND NOTE WARRANT PURCHASE AGREEMENT dated as of May 27, 2016 and as may be further amended, supplemented or otherwise modified and in effect from time to time, the “Agreement”).¹

WHEREAS, on December 30, 2014, the Issuer issued to the Term A/B Purchaser \$10,000,000 in original principal amount of Notes along with the Revenue Stream, and on May 27, 2016, the Issuer issued to the Term A/B Purchaser an additional \$6,000,000 in original principal amount of Notes, which issuance resulted in an increase in the amounts payable to the Term A/B Purchaser with respect to the Revenue Stream;

WHEREAS, all of the Note Obligations owing with respect to the Notes issued on December 30, 2014 have been paid in full other than the Termination Fee related to such Notes, and approximately \$4,000,000 has been paid with respect to the Revenue Stream;

WHEREAS, no principal payments or payments with respect to the related Termination Fee have been made with respect to the Notes issued on May 27, 2016, and the outstanding amount of principal with respect to such Notes as of the date hereof is \$6,170,158.94;

¹ Capitalized terms used and not otherwise defined in this Amendment shall have the meanings specified in the Agreement.

WHEREAS, the Company has requested that the Term C Purchaser acquire a further \$10,000,000 in original principal amount of Notes on the terms and conditions specified herein, and that the Purchasers agree to certain modifications to the provisions of the Agreement relating to the application of Monetization Revenues to the Note Obligations and to the Revenue Share, and the Term C Purchaser is prepared to acquire such additional Notes and the Purchasers are willing to agree to such modifications, each on the terms and conditions specified herein;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendments. The Agreement shall be amended as set forth herein such that, after giving effect to this Amendment, the Agreement shall be in the form of Exhibit I hereto.²

(a) The following definitions shall be added to Appendix I:

“Excess Liquidity” means, for purposes of any determination as to whether a Restricted Payment is permitted to be made, an amount equal to (w) the unrestricted Cash and Cash Equivalents of the Company as of the date of such determination minus (x) the Liquidity Reserve Amount as of such date of determination, minus (y) an amount equal to all liabilities of the Companies and their Subsidiaries which are due and payable as of the applicable date of determination or within 30 days after such date (with the exception of liabilities of the Companies to one another or to either of their respective Subsidiaries, or liabilities of any such Subsidiaries to one another or to either Company) minus (z) the proposed amount of the Restricted Payment which is the subject of such determination.

“Liquidity Reserve Amount” means an amount equal to the product of (x) six multiplied by (y) the average monthly expenditures paid or required to be paid in cash during the most recently completed trailing twelve month period, including, without limitation, interest, compensation, rent, capital expenditures, debt service, cash taxes (including taxes payable with respect to such period), sales, general and administrative costs, patent maintenance fees, legal fees, etc.

“Maturity Date” means (x) with respect to the Term A Notes, June 30, 2018, (y) with respect to the Term B Notes, March 27, 2019 and (y) with respect to the Term C Notes, November 15, 2020.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock of a Company or a Subsidiary of such Company, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Capital Stock, or on account of any return of capital to such Company’s or such Subsidiary’s stockholders, partners or members (or the equivalent Person thereof).

² Exhibit I to be a conformed copy reflecting the Amendments through this Amendment.

“Term A Notes” means the Notes issued on December 30, 2014 in the original principal amount of \$10,000,000.

“Term A Revenue Stream Amount” means \$9,000,000.

“Term A Termination Fee” means an amount equal to \$350,000.

“Term A/B Priority Collateral” means the Patents to which the Company holds rights as of May 12, 2017, as set forth on Schedule I(a).

“Term A/B Purchaser” means CF DB EZ LLC and its successors and assigns.

“Term B Notes” means the Notes issued on May 27, 2016 in the original principal amount of \$6,000,000.

“Term B Revenue Stream Amount” means \$5,400,000 or, to the extent paid in full prior to the first to occur of (x) the acceleration of the Revenue Stream or (y) March 27, 2019, the amount set forth on Appendix II.

“Term B Termination Fee” means an amount equal to \$210,000.

“Term C Notes” means the Notes issued on May 15, 2017 in the original principal amount of \$10,000,000.

“Term C Priority Collateral” means any Patents acquired, or developed by the Company, after May 12, 2017, but in any event to include those Patents set forth on Schedule I(b).

“Term C Purchaser” means CF DB EZ 2017 LLC and its successors and assigns.

“Term C Revenue Stream Amount” means \$9,000,000 or, to the extent paid in full prior to the first to occur of (x) the acceleration of the Revenue Stream or (y) March 15, 2020, the amount set forth on Appendix III.

“Term C Termination Fee” means an amount equal to \$400,000.

“Termination Fee” means, as applicable, the Term A Termination Fee, the Term B Termination Fee and the Term C Termination Fee and “Termination Fees” means all such Termination Fees.

(b) The definition of Patents is amended and restated as follows:

“Patents” means all intellectual property of the Company, including letters Patent set forth on Schedules I(a) and Schedule I(b), whether registered in the United States or any other jurisdiction, all registrations and recordings thereof, including all re-examination certificates and all utility models, including registrations, recordings and pending applications, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof and the inventions disclosed or claimed therein.

(c) The definition of Revenue Stream is amended and restated as follows:

“Revenue Stream” means a right to receive a portion of Actual Monetization Revenues equal to the sum of the Term A Revenue Stream Amount plus the Term B Revenue Stream Amount plus the Term C Revenue Stream Amount; provided, that upon an acceleration, the Revenue Stream shall represent an absolute entitlement to receive such amounts without regard to the existence of Actual Monetization Revenues.”

(d) Appendices II and III to this Amendment shall be added to the Agreement as Appendices II and III thereto.

(e) Section 2.1.2 shall be amended to add the following proviso to the end of the second sentence: “; provided, further, that after the contemplated issuance of the Term Loan C Notes, the Revenue Stream Basis shall be increased to \$1,300,000.”

(f) Section 2.2.1.1, and 3.2.3 shall be each be amended to replace the reference to “\$16,000,000” with “\$26,000,000.”

(g) Section 2.2.1.3 shall be amended to replace the reference to “June 30, 2016” with “November 15, 2020” and “\$5,000,000” with “\$16,000,000”.

(h) Section 2.2.2 of the Agreement is amended and restated as follows:

“2.2.2. Interest on the Notes. The unpaid principal amount of the Term A Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 12% per annum, the unpaid principal amount of the Term B Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 10% per annum and the Term C Notes (including any PIK Interest) shall bear cash interest at a rate equal to LIBOR plus 9% per annum; *provided* that upon and during the continuance of an Event of Default, the interest rate per annum on each of the Notes shall increase by an additional 2% per annum. Interest on the principal amount of any then outstanding Notes shall be paid on the last Business Day of each calendar month (the “Interest Payment Date”), starting with the calendar month ending January 31, 2015. Such interest shall be paid in cash except that 4% per annum (or, in the case of the Term B Notes and Term C Notes, 3% per annum) of the interest due on each Interest Payment Date shall be paid-in-kind, by increasing the principal amount of the Notes by the amount of such interest, effective as of the applicable Interest Payment Date (“PIK Interest”). PIK Interest shall be treated as principal of the Note for all purposes of interest accrual or the calculation of any prepayment premium.”

(i) Section 2.2.3 of the Agreement is amended and restated as follows:

“2.2.3.1. The Issuer shall pay to the applicable Purchaser acquiring the applicable Notes, a structuring fee equal to \$150,000 at the issuance of the Term A Notes, \$90,000 at the issuance of the Term B Notes and \$200,000 at the issuance of the Term C Notes (each such payment, the “Structuring Fee” related to such issuance), which amount shall be netted out of the funding at each such issuance.

2.2.3.2. The Issuer shall pay to the applicable Purchaser, the Termination Fees for its Notes in accordance with, and at the times specified in Section 2.4 or, if not paid prior to such date, upon the first to occur of (x) any acceleration of the Note Obligations or (y) November 15, 2020.”

(j) Section 2.2.4.1. of the Agreement shall be amended and restated as follows:

“2.2.4.1. Payment at Maturity. The principal of the Notes and all unpaid interest thereon or other amounts owing with respect thereto (other than the applicable Termination Fee for such Notes, which shall be due at the times specified in Section 2.2.3.2) shall be paid in full in cash on the applicable Maturity Date for such Notes, but in any event not later than November 15, 2020.”

(k) Section 2.2.4.2 shall be amended and restated as follows:

“2.2.4.2 Optional Prepayments. The Issuer may prepay the Notes from time to time in whole or in part, without penalty or premium, except that:

i) with respect to the Term A Notes, any optional prepayments of such Notes in the first 6 months after the issuance thereof Closing Date shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the Closing Date and prior to the second anniversary of the Closing Date shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the Closing Date and prior to the 30 month anniversary of the Closing Date, shall be accompanied by a prepayment premium equal to 1.00% of the principal amount prepaid; and optional prepayments following the 30 month anniversary of the Closing Date shall be at par;

ii) with respect to the Term B Notes, any optional prepayments of such Notes in the first 6 months after the issuance thereof shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the issuance thereof and prior to the second anniversary of such issuance shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the issuance thereof and prior to the 30 month anniversary of such issuance shall be accompanied by a prepayment premium equal to 1.00% of the principal amount prepaid, and optional prepayments following the 30 month anniversary of issuance shall be at par; and

(iii) with respect to the Term C Notes, any optional prepayments of such notes in the first 6 months after the issuance thereof shall be accompanied by a prepayment premium equal to 5.00% of the principal amount prepaid; any optional prepayments of such Notes after the first 6 months from the issuance thereof and prior to the second anniversary of such issuance shall be accompanied by a prepayment premium equal to 3.00% of the principal amount prepaid; any optional prepayments of such Notes after the second anniversary of the issuance thereof and prior to the 30 month

anniversary of such issuance shall be accompanied by a prepayment premium equal to 1.00% of the principal prepaid, and optional prepayments following the 30th month anniversary of issuance shall be at par.

Any such prepayment of Notes shall include accrued and unpaid interest on the amount prepaid.”

(l) Section 2.2.4.3. of the Agreement shall be amended and restated as follows:

“2.2.4.3. Amortization. With respect to the Term A Notes, commencing on the last Business Day of January, 2016, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer’s making equal monthly payments of principal on the Notes from such date through the Term A Maturity Date. With respect to Term B Notes, commencing on the last Business Day of June, 2017, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer’s making equal monthly payments of principal on such Notes from such date through the Term B Maturity Date. With respect to the Term C Notes, commencing on the last Business Day of May, 2018, the Issuer shall make monthly amortization payments each in a principal amount equal to the amount which, calculated based on the principal amount outstanding as of such payment date (and re-calculated monthly to the extent necessary), would result in the Issuer’s making equal monthly payments of principal on such Notes from such date through the Term C Maturity Date.”

(m) Section 2.4 of the Agreement shall be amended and restated as follows:

“2.4 Monetization Revenues. From and after the Third Amendment Effective Date, 33% of Actual Monetization Revenues received by the Company or deposited in the Cash Collateral Account shall be paid to the Purchasers, and applied to the Note Obligations and the Revenue Stream, as set forth in Sections 2.4.1 and 2.4.2 below; provided that, notwithstanding the foregoing, and for the avoidance of doubt in the event of acceleration of the Notes and/or of the Revenue Stream, 100% of the Actual Monetization Revenues received since the last Business Day of the preceding month shall be so applied.

2.4.1 Term A/B Notes and Revenue Stream. To the Term A/B Purchaser (x) any Actual Monetization Revenues which arise from, or relate to, the Term A/B Priority Collateral and (y) following payment in full of all Obligations related to the Term C Notes and payment in full of the Term C Revenue Stream Amount, any Actual Monetization Revenues which arise from, or relate to, the Term C Priority Collateral:

FIRST, to the Revenue Stream until the Term A/B Purchaser has received an aggregate amount with respect to the Revenue Stream equal to \$5.0 million, which amount shall be applied to the satisfaction of the Term A Revenue Stream Amount (acknowledging that approximately \$4,000,000 has been applied to the Term A Revenue Stream as of the Third Amendment Effective Date);

SECOND, to the Term A Termination Fee until paid in full;

THIRD, to the Note Obligations with respect to the Term B Notes until paid in full, first to interest, then to principal and then to the Term B Termination Fee; and

FOURTH, to the Revenue Stream until the Term A/B Purchaser has received a total amount with respect to the Revenue Stream equal to the sum of the Term A Revenue Stream Amount plus the Term B Revenue Stream Amount.

2.4.2, Term C Notes and Revenue Stream. To the Term C Purchaser, (x) any Actual Monetization Revenues which arise from, or relate to, the Term C Priority Collateral and (y) following payment in full of all Obligations related to the Term A Notes and Term B Notes and payment in full of the Term A Revenue Stream Amount and the Term B Revenue Stream Amount, any Actual Monetization Revenues which arise from, or relate to, the Term A/B Priority Collateral:

FIRST, to the Note Obligations with respect to the Term C Notes until paid in full, first to interest, then to principal and then to the Term C Termination Fee; and

SECOND, to the Revenue Stream until the Term C Purchaser has received the Term C Revenue Stream Amount.

The Issuer may prepay any or all of the remaining balance of the Term A Revenue Stream Amount, the Term B Revenue Stream Amount and/or the Term C Revenue Stream Amount subject, in the case of the Term B Revenue Stream Amount, to the prior payment in full of the Term A Revenue Stream Amount and all Note Obligations with respect to the Term A Notes and the Term B Notes (including the applicable Termination Fees) and further subject, in the case of the Term C Revenue Stream Amount, to the prior payment in full of all Note Obligations with respect to the Term C Notes (including the Term C Termination Fee)."

(n) A new Section 6.15 shall be added as follows:

"Section 6.15 Restricted Payments. No Company shall make, nor shall any Company permit any Subsidiary of such Company to make, directly or indirectly any Restricted Payment, except (i) Restricted Payments from a Subsidiary of a Company to such Company and (ii) Restricted Payments made out of Excess Liquidity. The applicable Company shall provide the Purchasers with not less than 10 Business Days

prior written notice prior to making any Restricted Payment under clause (ii) above, which notice shall be accompanied by a certification setting forth the calculation of the Liquidity Reserve Amount and Excess Liquidity supporting such proposed Restricted Payment, in detail satisfactory to the Purchasers.

(o) A new Section 6.16 shall be added as follows:

“Section 6.16 Third Amendment Due Authorization and Legal Opinions. Company shall deliver to the Collateral Agent and the Purchasers customary evidence of due authorization as well as legal opinions, in customary form and otherwise in form and substance reasonably satisfactory to the Collateral Agent and the Purchasers regarding the transactions contemplated by the Third Amendment to Revenue Sharing and Note and Warrant Purchase Agreement, dated as of May 15, 2017, no later than May 26, 2017.

(p) Section 7.2.2 is amended to replace the phrase “20x of the Revenue Stream Basis (i.e., \$16 million based on a Revenue Stream Basis of \$800,000)” with “\$23,400,000”

(q) The last sentence of Section 8.1 is amended and restated as follows:

“Notwithstanding, but without limiting the foregoing, the Collateral Agent shall take direction from the Majority Purchasers and shall distribute any proceeds of the Collateral in accordance with Section 2.4, such that any proceeds of Term A/B Priority Collateral shall first be applied to satisfy the Obligations owing to the Term A/B Purchaser, as provided under Section 2.4.1, and the proceeds of Term C Priority Collateral shall first be applied to satisfy the Obligations owing to the Term C Purchaser as provided under Section 2.4.2, in each case, prior to being applied to the Obligations owing to the other Purchaser.”

(r) Schedule (I)(b) hereto is added to the Agreement as Schedule (I)(b).

Section 2. Tax Allocations. It is the parties’ conclusion and intent that the modifications to the prepayment terms of the Notes and to the calculation of the Revenue Stream reflect substantially similar economics to the Purchasers’ existing rights and do not constitute substantial modifications of the Notes or the Revenue Stream. In the event that such modifications do constitute substantial modifications to the Notes and/or the Revenue Stream, the Company and the Purchasers agree that the issue prices of the Notes and/or the Revenue Stream to the extent that either or both are deemed reissued are, respectively, equal to the original purchase price of the Notes plus any amortized original issue discount and to the purchase price of the Revenue Stream.

Section 3. Effectiveness. The effectiveness of this Amendment is subject to:

3.01 Fully Executed Amendment. The Purchasers and the Issuer having received a fully executed copy of this Amendment.

3.02 Representations and Warranties; No Default. The representations and warranties of the Company contained in the Agreement being true and correct in all material respects, and there existing no Default or Event of Default, each on and as of such the Third Amendment Effective Date.

3.03 Due Authorization. The execution, delivery, and performance by the Company of this Amendment having been duly authorized by all necessary corporate or other organizational action on the part of the Company and not (i) violating any material provision of federal, state, or local law or regulation applicable to the Company, the Governing Documents of the Company or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on the Company or its Subsidiaries, (ii) conflicting with, resulting in a breach of, or constituting (with due notice or lapse of time or both) a default under any material agreement of the Company or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) resulting in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of the Company, other than Permitted Liens, or (iv) requiring any approval of any holder of Capital Stock of the Company or any approval or consent of any Person under any material agreement of the Company, other than consents or approvals that have been obtained and that are still in force and effect.

3.04 Expenses. The Company having paid all fees and expenses (including attorneys' fees and expenses) incurred by the Collateral Agent or the Purchasers in connection with the preparation, negotiation, execution and delivery of this Amendment or otherwise due under the Agreement. The Company agrees to promptly pay any additional such amounts invoiced following the effectiveness of the Amendment.

3.05 Schedule 4.5. to the Security Agreement. The Company shall deliver an updated Schedule 4.5 to the Security Agreement, which shall be attached hereto as Exhibit II.

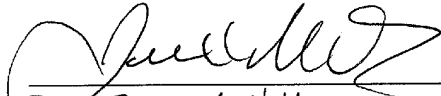
Section 4. Miscellaneous. Except as specifically amended or waived above, the Agreement and the other Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Collateral Agent or any Purchaser under the Agreement or any Document, nor constitute a waiver of any provision of the Agreement or any Document. This Amendment is a Document for all purposes of the Agreement. This Amendment may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Amendment are for reference only and shall not affect the construction of this Amendment.

Section 5. Governing Law. This Amendment, and any issue, claim or proceeding arising out of or relating to this Amendment or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

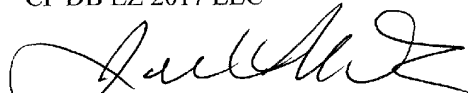
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

Purchasers:

The Term A/B Purchaser:
CF DB EZ LLC



By: James K. Noble, III
Title: Secretary

The Term C Purchaser:
CF DB EZ 2017 LLC


By: James K. Noble, III
Title: Secretary

Collateral Agent:

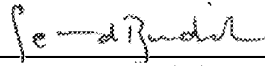
Fortress Credit Co LLC


By: James K. Noble, III
Title: Secretary

[Signature Page to Third Amendment to Revenue Sharing and Note and Warrant Purchase Agreement]

Issuer:

UNILOC USA, INC.



By: Sean D. Burdick
Title: President

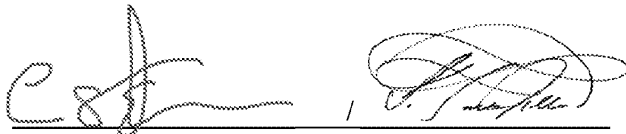
Guarantors:

UNILOC CORPORATION PTY LIMITED



By: Craig Etchegoyen
Title: Chairman

UNILOC LUXEMBOURG S.A.



By: Craig Etchegoyen / Ivona Falda
Title: Director A / Director B

D/A INVESTMENT HOLDINGS LLC



By: Craig Etchegoyen
Title: CEO, Uniloc Luxembourg S.A., Managing Member

EXHIBIT J

Trials@uspto.gov
571-272-7822

Paper 38
Entered: December 3, 2014

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

DISTINCTIVE DEVELOPMENTS, LTD, ELECTRONIC
ARTS INC., GAMELOFT S.E., HALFBRICK STUDIOS PTY
LTD., LAMINAR RESEARCH LLC, MOJANG AB, and
SQUARE ENIX, INC.,
Petitioner,

v.

UNILOC USA, INC. and UNILOC LUXEMBOURG S.A.,
Patent Owner.

Case IPR2013-00391
Patent 6,857,067 B2

Before JAMESON LEE, ALLEN R. MacDONALD, and
MATTHEW R. CLEMENTS, *Administrative Patent Judges*.

CLEMENTS, *Administrative Patent Judge*.

FINAL WRITTEN DECISION
35 U.S.C. § 318(a) and 37 C.F.R. § 42.73

IPR2013-00391
Patent 6,857,067 B2

I. INTRODUCTION

Distinctive Developments, Ltd., Electronic Arts Inc., Gameloft S.E., Halfbrick Studios Pty Ltd., Laminar Research LLC, Mojang AB, and Square Enix, Inc. (collectively, “Petitioner”) filed an Amended Petition requesting *inter partes* review of claims 1, 20–22, 30, 31, 35, 67, 107, and 108 (“the challenged claims”) of U.S. Patent No. 6,857,067 B2 (Ex. 1001, “the ’067 patent”). Paper 11 (“Pet.”). Uniloc USA, Inc., and Uniloc Luxembourg S.A. (“Patent Owner”) filed a Preliminary Response. Paper 14 (“Prelim. Resp.”). On December 18, 2013, we instituted an *inter partes* review of claims 1, 20–22, 30, 31, 67, 107, and 108 on certain grounds of unpatentability alleged in the Petition. Paper 15 (“Dec. to Inst.”). After institution of trial, Patent Owner filed a Patent Owner Response (Paper 22, “PO Resp.”) to which Petitioner filed a Reply (Paper 24, “Pet. Reply”).

Oral argument was held on July 11, 2014.¹

We have jurisdiction under 35 U.S.C. §§ 6(c) and 314. This Final Written Decision is issued pursuant to 35 U.S.C. § 318(a) and 37 C.F.R. § 42.73.

For the reasons that follow, we determine that Petitioner has shown by a preponderance of the evidence that claims 1, 20, 22, 30, 31, 67, 107, and 108 of the ’067 patent are unpatentable, but has not shown by a preponderance of the evidence that claims 21 and 22 are unpatentable.

¹ A transcript of the oral hearing is included in the record as Paper 37 (“Tr.”).

EXHIBIT K

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNILOC USA, INC., et al.,	§	
Plaintiffs,	§	
v.	§	Case No. 6:14-cv-00625
E-MDS, INC.,	§	(consolidated case)
Defendant.	§	
UNILOC USA, INC., et al.,	§	
Plaintiffs,	§	
v.	§	Case No. 6:14-cv-00626
EPIC SYSTEMS CORPORATION	§	JURY TRIAL DEMANDED
Defendant.	§	
UNILOC USA, INC., et al.,	§	
Plaintiffs,	§	
v.	§	Case No. 6:14-cv-00630
MEDHOST, INC.,	§	JURY TRIAL DEMANDED
Defendant.	§	
UNILOC USA, INC., et al.,	§	
Plaintiffs,	§	
v.	§	Case No. 6:14-cv-00632
CERNER CORPORATION,	§	JURY TRIAL DEMANDED
Defendant.	§	

UNILOC USA, INC., et al.,

Plaintiffs,

v.

COMPUTER PROGRAMS and
SYSTEMS, INC.

Defendant.

§
§
§
§
§
§
§
§
§
§

Case No. 6:14-cv-00633

JURY TRIAL DEMANDED

UNILOC USA, INC., et al.,

Plaintiffs,

v.

E-MDS, INC. (a Texas
Corporation)

Defendant.

§
§
§
§
§
§
§
§
§
§

Case No. 6:14-cv-00692

JURY TRIAL DEMANDED

**DEFENDANTS EPIC SYSTEMS, MEDHOST, CERNER, CPSI, AND E-MDS'S JOINT
MOTION TO DISMISS PLAINTIFFS' COMPLAINT UNDER RULE 12(b)(6) FOR
FAILURE TO ALLEGE INFRINGEMENT OF A PATENTABLE CLAIM UNDER 35
U.S.C. § 101**

Defendants Epic Systems Corporation (“Epic”), Medhost, Inc. (“Medhost”), Cerner Corporation (“Cerner”), Computer Programs and Systems, Inc. (“CPSI”), and E-MDS, Inc. (“E-MDS”)(collectively, “Defendants”) hereby move this Court to dismiss the Complaint filed by Uniloc USA, Inc. and Uniloc Luxembourg S.A. (collectively, “Uniloc” or “Plaintiffs”) in the above-captioned case under Federal Rule of Civil Procedure 12(b)(6) because the Asserted Patents attempt to cover abstract ideas which, as a matter of law, are ineligible as patentable subject matter under 35 U.S.C. § 101. More specifically, Plaintiffs’ Complaint alleges infringement of patents that cover nothing more than (1) organizing medical information data and (2) storing user-defined formulas for medical data using general purpose computers. The Complaint therefore fails to state a claim upon which relief can be granted, and should be dismissed.

I. INTRODUCTION

On July 18, 2014, Plaintiffs filed the above-captioned lawsuit against Defendants alleging infringement of U.S. Patents Nos. 5,682,526 (“the ‘526 Patent”)¹, and 5,715,451 (“the ‘451 Patent”)². The ‘526 and ‘451 Patents are collectively referred to herein as the “Asserted Patents.”

The Supreme Court has ruled time and again that “abstract ideas” may not be removed from the public domain and owned as private property under our patent laws. *Alice Corp. Pty. Ltd. v. CLS Bank Int’l*, 134 S. Ct. 2347 (2014); *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 132 S. Ct. 1289 (2012); *Bilski v. Kappos*, 130 S. Ct. 3218 (2010). Such fundamental truths are “part of the storehouse of knowledge of all men ... free to all men and reserved exclusively to none.” *Bilski*, 130 S. Ct. at 3225 (quoting *Funk Brothers Seed Co. v. Kalo Inoculant Co.*, 333

¹ The ‘526 Patent was attached to the filed Complaint as Exhibit A.

² The ‘451 Patent was attached to the filed Complaint as Exhibit B.

U.S. 127, 130 (1948)); *see Mayo*, 132 S. Ct. at 1301. The two Asserted Patents in this case violate this basic tenet of U.S. patent law.

Even a cursory review of the Asserted Patents compels the conclusion that the United States Patent and Trademark Office (“PTO”) erred in issuing the Asserted Patents. These patents improperly attempt to cover the abstract and well-known ideas of organizing and storing information. For example, the claims of the ’526 Patent are directed to “a method and system for flexibly organizing, recording, and displaying medical patient care information.” ’526 Patent at 3:15-16. This abstract process of organizing medical information has been performed for centuries by human beings simply by maintaining physical records of patient care information. Further, the Federal Circuit has explicitly stated that the concept of electronically organizing data constitutes a patent-ineligible abstract idea. *Digitech Image Techs., LLC v. Electronics for Imaging, Inc.*, 758 F.3d 1344 (Fed. Cir. 2014). With respect to the ’451 Patent, the claims are directed to “a method and system for constructing formulae for processing medical data.” ’451 Patent at 1:42-43. The concept of storing user-defined formulas is an abstract idea which was fundamental even to the earliest known computers.

The Asserted Patents, on their face, therefore fail to pass the threshold requirement of 35 U.S.C. § 101 that a patent claim patent-eligible subject matter. Defendants move for dismissal of this action under Federal Rule of Civil Procedure 12(b)(6) because the claims of the ’526 Patent and ’451 Patents³ are drawn to abstract ideas not eligible for patent protection as a matter of law.

³ Defendants note that Plaintiffs’ Complaint alleges infringement of “at least Claim 1” of the ’526 Patent and “at least Claim 6” of the ’451 Patent. Accordingly, Defendants’ analysis is principally directed to those claims. For purposes of this motion, the independent claims of each Asserted Patent are substantially similar to those claims (respectively), and should be invalidated for the same reasons. *See* Section III, below. Further, the dependent claims fail to add any limitations that would render the claims valid. Thus Claim 1 of the ’526 Patent and Claim 6 of the ’451 Patent should be considered exemplary of the other claims of the Asserted Patents. To the extent necessary, Defendants reserve the right to amend their arguments to specifically address other claims.

EXHIBIT L

ASSET PURCHASE AGREEMENT

by and between

UNILOC 2017 LLC

and

UNILOC LUXEMBOURG S.A.

Dated as of March 28, 2018

Amount by wire transfer with the Escrow Agent, to be managed and paid out by the Escrow Agent pursuant to the terms of the Escrow Agreement, (c) assume the Assumed Liabilities and (d) pay, or cause to be paid, on behalf of Seller the amounts payable to each Note Purchaser in respect of the Notes (as such term is defined in the Revenue Sharing Agreement) issued pursuant to the Revenue Sharing Agreement (the “Payoff Indebtedness”) in order to fully discharge such Payoff Indebtedness and terminate all applicable obligations and liabilities of Seller and any of its Affiliates related thereto, as specified in the Payoff and Termination Agreement and in accordance with this Agreement. For the avoidance of doubt, any obligation of Buyer to Seller with respect to the Uniloc Earnout Payments (as hereinafter defined) shall be validly and fully discharged by delivery of the relevant funds, subject to and in accordance with the Earnout Agreement (as hereinafter defined), to Uniloc Earnout Shareholders LLC, which Seller hereby expressly designated as agent (it being acknowledged and agreed that Buyer shall have no liability whatsoever in relation to the further distribution of such funds to the shareholders of Seller or by Uniloc Earnout Shareholders LLC to the holders of its equity interests in accordance with the Earnout Agreement).

Section 2.7 Closing.

(a) The sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the “Closing”) to be held at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166-0193, at 10:00 a.m. Eastern Daylight Time on the second (2nd) Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the parties set forth in Article VII (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date), or at such other place or at such other time or on such other date as Seller and Buyer mutually may agree in writing. The day on which the Closing takes place is referred to as the “Closing Date.”

(b) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following documents:

(i) a counterpart of the bill of sale for the Purchased Assets, in the form of Exhibit A (the “Bill of Sale”), duly executed by Seller;

(ii) an instrument of assignment of Seller Intellectual Property, in the form of Exhibit B (the “Assignment of Intellectual Property”), duly executed by Seller;

(iii) a patent assignment, in the form of Exhibit C (the “Patent Assignment”), duly executed by Seller;

(iv) an instrument of assignment of Seller Contracts, in the form of Exhibit D (the “Assignment of Contracts”), duly executed by Seller;

(v) a counterpart of the Escrow Agreement, in the form of Exhibit E (the “Escrow Agreement”), duly executed by Seller;

(vi) a counterpart of the Payoff and Termination Agreement, in the form of Exhibit F (the “Payoff and Termination Agreement”), duly executed by Seller, Uniloc

USA, Uniloc Aus, D/A Investment Holdings and Uniloc USA Holdings, LLC, a Delaware limited liability company;

(vii) a counterpart of the Earnout and Release Agreement, in the form of Exhibit G (the “Earnout Agreement”), duly executed by Uniloc Earnout Shareholders LLC;

(viii) a counterpart of the license agreement, in the form of Exhibit H (the “Uniloc Lux EU License Agreement”), duly executed by Seller;

(ix) a counterpart of the license agreement, in the form of Exhibit I (the “Uniloc USA License Agreement”), duly executed by Uniloc USA;

(x) a counterpart of the license agreement, in the form of Exhibit J (the “Uniloc Licensing EU License Agreement”), duly executed by Uniloc Licensing EU;

(xi) a counterpart of the license agreement, in the form of Exhibit K (the “Uniloc Licensing USA License Agreement”), duly executed by Uniloc Licensing USA;

(xii) counterparts of the services agreement, in the form of Exhibit L (the “Uniloc Lux Services Agreement”), duly executed by Seller and Uniloc Licensing USA;

(xiii) counterparts of the services agreement, in the form of Exhibit M (the “Uniloc Licensing EU Services Agreement”), duly executed by Uniloc Licensing EU and Uniloc Licensing USA;

(xiv) counterparts of the services agreement, in the form of Exhibit N (the “Uniloc Licensing USA Services Agreement”), duly executed by Uniloc Licensing USA and Uniloc USA;

(xv) counterparts of the services agreement, in the form of Exhibit O (the “Uniloc 2017 Services Agreement”), duly executed by Uniloc Licensing USA;

(xvi) counterparts of the termination agreement with respect to that certain License and Services Agreement, dated as of January 1, 2013, as amended on February 26, 2015, and certain other agreements between Seller and Uniloc USA, in the form of Exhibit P (the “Termination Agreement”), duly executed by Seller and Uniloc USA;

(xvii) a counterpart of the deed with respect to the assignment of certain Patents, in the form of Exhibit Q (the “German Patent Deed”), duly executed by Seller;

(xviii) evidence, in form and substance reasonably satisfactory to Buyer, that the Technology License and Ownership Allocation Agreement, dated as of November 19, 2016, as amended on July 13, 2017, by and between Seller and Ninox IP Advisors, Inc., has been terminated and is no longer in force or effect;

(xix) evidence, in form and substance reasonably satisfactory to Buyer, that the Patent Acquisition Undertaking Agreement, dated as of January 26, 2018, by and among Seller, Uniloc USA and WSOU Investments II, LLC, a Delaware limited liability company, has

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

UNILOC 2017 LLC

By: _____
Name: _____
Title: **CONSTANTINE M. DAKOLIAS**
PRESIDENT

[Signature Page to Asset Purchase Agreement]

SELLER:

UNILOC LUXEMBOURG S.A.

By: 

Name: Craig Etchegoyen

Title: Director A

By: 

Name: Ivona Falda

Title: Director B

[Signature Page to Asset Purchase Agreement]

EXHIBIT M

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT, dated as of May 3, 2018 (this “**Termination Agreement**”), is by and between **Uniloc USA, Inc.**, a Texas corporation and **Uniloc Luxembourg S.A.**, a *société anonyme* organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 14, rue Edward Steichen, L-2540 Luxembourg, registered with the Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159161 (each a “**Party**”, and together, the “**Parties**”).

WHEREAS, the Parties are party to the License Agreements set forth on Exhibit A (the “**Agreements**”); and

WHEREAS, the Parties desire to terminate the Agreements on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Termination of the Agreement. Each Party agrees and acknowledges that the Agreements are hereby terminated as of the date hereof. From and after the date hereof, the Agreements will be of no further force or effect, without any further action on the part of the Parties. Notwithstanding anything to the contrary in the Agreements, neither of the Parties shall have any further rights, duties, liabilities or obligations thereunder or in respect thereof (except with respect to those provisions of the Agreements which survive the termination of the Agreements in accordance with their terms).

2. Miscellaneous.

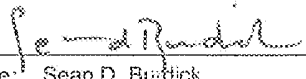
(a) This Termination Agreement shall be governed by the laws of the state of Delaware, applicable to contracts made and to be performed in the state of Delaware in all respects. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of a federal or state court located in Wilmington, Delaware in connection with any proceedings commenced resulting from this Termination Agreement, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue of inconvenient forum. This Termination Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(b) This Termination Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Termination Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Termination Agreement.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

UNILOC USA, INC.

By: 
Name: Sean D. Burdick
Title: President

[Signature Page to Termination Agreement]

UNILOC LUXEMBOURG S.À R.L.

By: 

Name: Craig Etchegoyen

Title: Class A Manager

By: 

Name: Ivona Falda

Title: Class B Manager

[Signature Page to Termination Agreement]

EXHIBIT N

PAYOFF AND TERMINATION AGREEMENT

This Payoff and Termination Agreement, dated as of May 3, 2018 (this “Termination Agreement”), by and among Uniloc USA, Inc., a Texas corporation (“Issuer”), Uniloc Luxembourg S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 (“Uniloc Lux”), Uniloc Corporation PTY Limited (“Uniloc Aus”), D/A Investment Holdings LLC (“D/A Investment Holdings”), Uniloc USA Holdings, LLC, a Delaware limited liability company (“Uniloc USA Holdings” and, together with Issuer, Uniloc Lux, Uniloc Aus and D/A Investment Holdings, “Uniloc Entities”), Fortress Credit Co LLC, as collateral agent (“Collateral Agent”), CF DB EZ LLC, a Delaware limited liability company (“CF DB”) and CF DB EZ 2017 LLC, a Delaware limited liability company (“CF DB 2017” and, together with CF DB, “Purchasers” and, together with Collateral Agent, “Fortress Entities”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Revenue Sharing Agreement (as hereinafter defined).

WHEREAS, Issuer, Uniloc Lux, Uniloc Aus, D/A Investment Holdings, Collateral Agent and Purchasers are party to that certain Revenue Sharing and Note and Warrant Purchase Agreement, dated as of December 30, 2014, as amended on February 24, 2015, May 27, 2016 and May 15, 2017 (the “Revenue Sharing Agreement”), pursuant to which (a) Purchasers acquired, and Issuer granted, issued and sold to Purchasers, (i) the Revenue Stream and (ii) the Notes and (b) Purchasers purchased from Uniloc Lux, and Uniloc Lux issued and sold to Purchasers, the Warrants, in each case, subject to the terms of the Revenue Sharing Agreement;

WHEREAS, in connection with the consummation of the transactions contemplated by the Revenue Sharing Agreement, (a) Uniloc Lux, Uniloc Aus, Issuer and Collateral Agent entered into that certain Security Agreement, dated as of December 30, 2014 (the “Security Agreement”), (b) Uniloc Aus, Uniloc Lux, D/A Investment Holdings and Collateral Agent entered into that certain Guaranty Agreement, dated as of December 30, 2014 (the “Guaranty Agreement”), (c) Uniloc Lux and Collateral Agent entered into that certain Account Pledge Agreement, dated December 30, 2014 (the “Account Pledge Agreement”), (d) Uniloc Lux, Issuer and Collateral Agent entered into that certain Patent License Agreement, dated as of December 30, 2014 (the “Patent License Agreement”), (e) Uniloc Lux, Uniloc Aus and Collateral Agent entered into that certain Patent Security Agreement, dated as of December 30, 2014 (the “Patent Security Agreement”), (f) Uniloc Lux, Uniloc Aus, Issuer, Collateral Agent and U.S. Bank National Association (“Depository Bank”) entered into that certain Blocked Account Control Agreement, dated as of December 30, 2014 (the “Blocked Account Control Agreement”) and (g) Uniloc Aus, CF DB and Uniloc USA Holdings entered into that certain Limited Liability Company Agreement of Uniloc USA Holdings, dated as of February 20, 2015 (the “Uniloc USA Holdings LLC Agreement”);

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 28, 2018 (the “Asset Purchase Agreement”), by and between Uniloc 2017 LLC, a Delaware limited liability company (“Uniloc 2017”) and Uniloc Lux, Uniloc Lux shall sell to Uniloc 2017, and

UNILOC LUXEMBOURG S.À R.L.

By: 

Name: Craig Etchegoyen

Title: Class A Manager

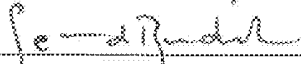
By: 

Name: Ivona Falda

Title: Class B Manager

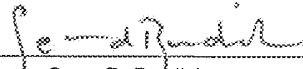
[Signature Page to Payoff and Termination Agreement]

UNILOC USA, INC.

By: 
Name: Sean D. Burdick
Title: President

[Signature Page to Payoff and Termination Agreement]

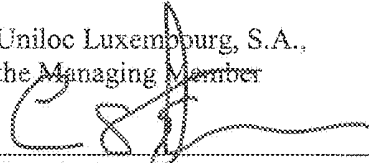
UNILOC USA HOLDINGS, LLC

By: 
Name: Sean D. Burdick
Title: President

[Signature Page to Payoff and Termination Agreement]

D/A INVESTMENT HOLDINGS LLC

By: Uniloc Luxembourg, S.A.,
the Managing Member

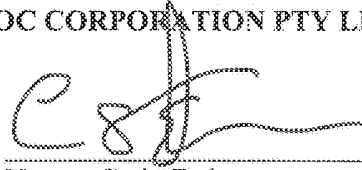
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By: Craig Etchegoyen
Title: CEO

[Signature Page to Payoff and Termination Agreement]

UNILOC CORPORATION PTY LIMITED

By:

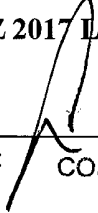
A handwritten signature in black ink, appearing to read 'CE', is written over a horizontal dotted line.

Name: Craig Etchegoyen

Title: CEO

[Signature Page to Payoff and Termination Agreement]

CF DB EZ 2017 LLC

By: 
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Payoff and Termination Agreement]

CF DB EZ LLC

By: 
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Payoff and Termination Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first written above.

FORTRESS CREDIT CO LLC

By:  _____

Name:

Title:

**CONSTANTINE M. DAKOLIAS
PRESIDENT**

[Signature Page to Payoff and Termination Agreement]

EXHIBIT O

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (“Patent Assignment”) is made as of May 3, 2018 by Uniloc Luxembourg S.A., a *société anonyme* organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 14, rue Edward Steichen, L-2540 Luxembourg, registered with the Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159161 (“Assignor”), and Uniloc 2017 LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated as of March 28, 2018 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Seller Intellectual Property on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Patent Assignment by which the Patents set forth in Exhibit A hereto (the “Transferred Patents”) are assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement, it is hereby agreed that:

1. Patent Conveyance. Assignor does hereby irrevocable and unconditionally:

(a) sell, transfer, convey, assign and deliver to Assignee all of Assignor’s right, title and interest in, to and under, free and clear of all Encumbrances (other than Permitted Encumbrances) and liabilities (other than Assumed Liabilities): (i) the Transferred Patents and the inventions disclosed therein, including any patents issuing on any applications included in the Transferred Patents and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the Transferred Patents and all foreign patents, foreign patent applications, and foreign counterparts relating to any of the foregoing, including, without limitation, certificates of invention, utility models and other governmental grants or issuances and any patents and patent applications that claim priority from any of the foregoing; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Transferred Patents, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief and (C) any other remedies of any kind for past, current and future infringement; and (iii) all rights to collect royalties or other payments under or on account of the Transferred Patents, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all rights therein provided by international conventions and treaties. This assignment includes assignment to Assignee of the right to make application in its own behalf for protection of the Transferred Patents and any patents

issued on the Transferred Patents, in the United States and countries foreign to the United States, and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier application to gain priority with respect to other applications.

(b) agree, without charge to Assignee, to assist Assignee in perfecting Assignee's right, title and interest throughout the world in all Transferred Patents assigned to Assignee hereunder, include executing applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Transferred Patents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor. Assignor agree to provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's prosecution of any patent applications included in the Transferred Patents (including appeals in connection therewith), including providing documents and materials in the possession or control of Assignor and making the named inventors in any of the patent applications reasonably available to Assignee upon reasonable prior notice if such inventors remain employed by Assignor or any of its Affiliates at the time of Assignor's receipt of such written notice from Assignee.

2. Terms of the Purchase Agreement. This Patent Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Assignee, Assignor or Parent under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Patent Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Patent Assignment, the terms of the Purchase Agreement shall prevail.

3. Governing Law. This Patent Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.


4. Counterparts; Facsimile or .pdf Signature. This Patent Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Patent Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

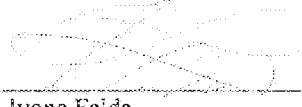
Remainder of page left intentionally blank; signature page follows.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed as of the date first above written.

ASSIGNOR:

UNILOC LUXEMBOURG S.À R.L.

By: 
Name: Craig Ettegoyen
Title: Class A Manager

By: 
Name: Ivona Falda
Title: Class B Manager

[Signature Page to Patent Assignment]

Assignee hereby accepts assignment of the Transferred Patents.

ASSIGNEE:

UNILOC 2017 LLC

By: _____

Name:

Title:

 _____
CONSTANTINE M. DAKOLIAS
PRESIDENT

[Signature Page to Patent Assignment]

Exhibit A

Transferred Patents

Application Number	Patent Number	Country	Title
12/634,324	8855083	US	INTER-ACCESS NETWORK HANDOVER
12/634,394	8750243	US	NETWORK MOBILITY
12/196,419	8982855	US	SYSTEMS AND METHODS FOR IMPROVED MOBILITY AND QUALITY OF SERVICE IN A WIRELESS NETWORK
14/479,034		US	INTER-ACCESS NETWORK HANDOVER
14/271,195	9271210	US	NETWORK MOBILITY
09/589,794	6564229	US	SYSTEM AND METHOD FOR PAUSING AND RESUMING MOVE/COPY OPERATIONS
09/507,526	7216351	US	SYSTEMS AND METHODS FOR SYNCHRONIZING MULTI-MODAL INTERACTIONS
08/365,269	6110228	US	METHOD AND APPARATUS FOR SOFTWARE MAINTENANCE AT REMOTE NODES
09/594,004	7024696	US	METHOD AND SYSTEM FOR PREVENTION OF PIRACY OF A GIVEN SOFTWARE APPLICATION VIA A COMMUNICATIONS NETWORK
13/451,477	8613110	US	SOFTWARE PIRACY PREVENTION THROUGH REMOTE ENFORCEMENT OF AN ACTIVATION THRESHOLD
14/070,207	9298893	US	ACTIVATION CODE SYSTEM AND METHOD FOR PREVENTING SOFTWARE PIRACY
09/211,529	6324578	US	METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR MANAGEMENT OF CONFIGURABLE APPLICATION PROGRAMS ON A NETWORK
09/211,528	6510466	US	METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR CENTRALIZED MANAGEMENT OF APPLICATION PROGRAMS ON A NETWORK
09/829,854	6728766	US	METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR LICENSE USE MANAGEMENT ON A NETWORK
09/870,608	7069293	US	METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR DISTRIBUTION OF APPLICATION PROGRAMS TO A TARGET STATION ON A NETWORK
08/586,149	6489974	US	BUOY ICON NOTIFICATION OF OBJECT INTERFACE ACCESSIBILITY IN MULTITASKING COMPUTER ENVIRONMENT
09/792,045	6857067	US	SYSTEM AND METHOD FOR PREVENTING UNAUTHORIZED ACCESS TO ELECTRONIC DATA

Exhibit A-1

Application Number	Patent Number	Country	Title
09/590,859	7197144	US	METHOD AND APPARATUS TO AUTHENTICATE A USER'S SYSTEM TO PREVENT UNAUTHORIZED USE OF SOFTWARE PRODUCTS DISTRIBUTED TO USERS
11/644455	7653508	US	HUMAN ACTIVITY MONITORING DEVICE
11/698633	7690556	US	STEP COUNTER ACCOUNTING FOR INCLINE
12/694135	7881902	US	HUMAN ACTIVITY MONITORING DEVICE
13/018321	8712723	US	HUMAN ACTIVITY MONITORING DEVICE
12/247950	8872646	US	METHOD AND SYSTEM FOR WAKING UP A DEVICE DUE TO MOTION
09/727727	7092671	US	METHOD AND SYSTEM FOR WIRELESSLY AUTODIALING A TELEPHONE NUMBER FROM A RECORD STORED ON A PERSONAL INFORMATION DEVICE
10/712451	7330013	US	APPARATUS AND METHOD FOR CHARGING AND DISCHARGING A BATTERY
08/430943	6580422	US	REMOTE COMPUTER DISPLAY USING GRAPHICS PRIMITIVES SENT OVER A WIRELESS LINK
10/011140	6661203	US	BATTERY CHARGING AND DISCHARGING SYSTEM OPTIMIZED FOR HIGH TEMPERATURE ENVIRONMENTS
09/181431	6161134	US	METHOD, APPARATUS AND COMMUNICATIONS SYSTEM FOR COMPANION INFORMATION AND NETWORK APPLIANCES
09/451388	6446127	US	SYSTEM AND METHOD FOR PROVIDING USER MOBILITY SERVICES ON A TELEPHONY NETWORK
09/237609	6216158	US	SYSTEM AND METHOD USING A PALM SIZED COMPUTER TO CONTROL NETWORK DEVICES
09/558413	6622018	US	PORTABLE DEVICE CONTROL CONSOLE WITH WIRELESS CONNECTION
09/246606	6363053	US	METHOD AND APPARATUS FOR MEASUREMENT-BASED CONFORMANCE TESTING OF SERVICE LEVEL AGREEMENTS IN NETWORKS
10/671375	8539552	US	SYSTEM AND METHOD FOR NETWORK BASED POLICY ENFORCEMENT OF INTELLIGENT-CLIENT FEATURES
09/303832	6731642	US	
10/834418	7573873	US	INTERNET TELEPHONY USING NETWORK ADDRESS TRANSLATION
09/728833	6856616	US	SYSTEM AND METHOD FOR PROVIDING SERVICE PROVIDER CONFIGURATIONS FOR TELEPHONES USING A CENTRAL SERVER IN A DATA NETWORK TELEPHONY SYSTEM
10/259542	7240200	US	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION

Exhibit A-2

Application Number	Patent Number	Country	Title
11/764748	7734921	US	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
12/134134	7721098	US	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
08/927660	6886013	US	HTTP CACHING PROXY TO FILTER AND CONTROL DISPLAY OF DATA IN A WEB BROWSER
09/098373	6496693	US	METHOD AND APPARATUS FOR TRANSMITTING DATA TO A PAGER IN A COMMUNICATIONS SYSTEM
09/080022	6212522	US	SEARCHING AND CONDITIONALLY SERVING BOOKMARK SETS BASED ON KEYWORDS
09/116862	6247021	US	SEARCHABLE BOOKMARK SETS AS AN INTERNET ADVERTISING MEDIUM
09/116861	6314423	US	SEARCHING AND SERVING BOOKMARK SETS BASED ON CLIENT SPECIFIC INFORMATION
09/116860	6324566	US	INTERNET ADVERTISING VIA BOOKMARK SET BASED ON CLIENT SPECIFIC INFORMATION
09/116859	6223178	US	SUBSCRIPTION AND INTERNET ADVERTISING VIA SEARCHED AND UPDATED BOOKMARK SETS
09/116858	6256639	US	PROVIDING INTERNET TRAVEL SERVICES VIA BOOKMARK SET
09/113678	6128655	US	DISTRIBUTING MECHANISM FOR FILTERING, FORMATTING AND REUSE OF WEB BASED CONTENT
09/113674	6314526	US	RESOURCE GROUP QUORUM SCHEME FOR HIGHLY SCALABLE AND HIGHLY AVAILABLE CLUSTER SYSTEM MANAGEMENT
09/627030	6542591	US	METHOD AND SYSTEM FOR CALLER IDENTIFICATION CALLBACK LISTS
10/047005	6961561	US	ENHANCING/LIMITING USE OF MOBILE ELECTRONIC DEVICES
11/684047	7570015	US	CONDITIONAL BATTERY CHARGING SYSTEM
11/664078	8160566	US	MESSAGE SENDER CONTROLLABLE MESSAGING SYSTEM
13/277405	8589780	US	PROCESSING GEOGRAPHICAL DATA IN A DOCUMENT
14/241702	9265024	US	DETERMINING LOCATION OF MOBILE DEVICE
12/130471	7944353	US	SYSTEM AND METHOD FOR DETECTING AND BROADCASTING A CRITICAL EVENT

Exhibit A-3

Application Number	Patent Number	Country	Title
09/510182	6813630	US	SYSTEM AND METHOD FOR COMMUNICATING INFORMATION BETWEEN A CLIENT AND A HOST
10/322954	8719284	US	METHOD, SYSTEM AND PROGRAM PRODUCT FOR FILTERING AN ENTRY OF DATA ITEMS
11/780715	7849344	US	METHOD FOR IMPROVING ACCURACY IN PROVIDING INFORMATION PERTAINING TO BATTERY POWER CAPACITY
08/979713	6141754	US	INTEGRATED METHOD AND SYSTEM FOR CONTROLLING INFORMATION ACCESS AND DISTRIBUTION
09/398374	6446069	US	PATENT ACCESS CONTROL SYSTEM FOR A MULTIMEDIA DATASTORE
09/052722	6711160	US	PACKET NETWORK TELEPHONE INTERFACE SYSTEM FOR POTS
2579916	2579916	CA	A METHOD FOR CONTROLLING A MOBILE PHONE
03821273.0	ZL03821273.0	CN	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY
98118480.4	ZL98118480.4	CN	CACHING PROXY THAT FILTERS AND CONTROLS THE DATA DISPLAYED IN THE BROWSER
02819369.5	ZL02819369.5	CN	ENHANCING/LIMITING USE OF MOBILE ELECTRONIC DEVICES
200410012092.1	ZL200410012092.1	CN	MOBILE PHONE AND ITS CONTROL METHOD
201010526403.1	ZL201010526403.1	CN	METHOD AND SYSTEM FOR PROCESSING GEOGRAPHICAL POSITION DATA IN FILE
201110270296.5	ZL201110270296.5	CN	METHOD AND DEVICE FOR DETERMINING POSITION OF MOBILE EQUIPMENT
00122515.4	ZL00122515.4	CN	INFORMATION CONTENT FOR TRANSMISSION BETWEEN CUSTOMER END AND HOST MACHINE
200310114332.4	ZL200310114332.4	CN	METHOD AND SYSTEM FOR FILTERING DATA ITEM
03798246.9	60330976.3	DE	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY
05797162.4	602005037637.2	DE	A METHOD FOR CONTROLLING A MOBILE PHONE
03798246.9	1547305	FR	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY
03798246.9	1547305	GB	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY
9816410.6	2329310	GB	HTTP CACHING PROXY TO FILTER AND CONTROL DISPLAY OF DATA IN A WEB BROWSER
9909081.3	2338577	GB	TRANSMITTING DATA TO E.G. A PAGER

Exhibit A-4

Application Number	Patent Number	Country	Title
05797162.4	1800500	GB	A METHOD FOR CONTROLLING A MOBILE PHONE
162437	162437	IL	METHOD FOR LIMITING THE USE OF MOBILE ELECTRONIC EQUIPMENT
552/DELNP/2005	259481	IN	A SYSTEM AND METHOD FOR GUARANTEEING MESSAGE INTEGRITY
1788/CHENP/2007	253286	IN	A METHOD FOR CONTROLLING A MOBILE PHONE
2004-539185	4793843	JP	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
10-238680	2994351	JP	HTTP CACHING PROXY TO FILTER AND CONTROL DISPLAY OF DATA IN A WEB BROWSER
2003-563257	4225914	JP	ENHANCING/ LIMITING USE OF MOBILE ELECTRONIC DEVICES
2007-532881	5220413	JP	MESSAGE SENDER CONTROLLABLE MESSAGING SYSTEM
2014-523175	5706585	JP	DETERMINING LOCATION OF MOBILE DEVICE
2000-225340	4267186	JP	SYSTEM AND METHOD FOR COMMUNICATING INFORMATION CONTENT BETWEEN A CLIENT AND A HOST
11-064012	3202003	JP	PACKET NETWORK TELEPHONE INTERFACE SYSTEM FOR POTS
2005-7003128	0702499	KR	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
1999-0022327	0326982	KR	A RESOURCE GROUP QUORUM SCHEME FOR HIGHLY SCALABLE AND HIGHLY AVAILABLE CLUSTER SYSTEM MANAGEMENT
2004-7010406	0570140	KR	ENHANCING/ LIMITING USE OF MOBILE ELECTRONIC DEVICES
200500935-2	109890	SG	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
200004103-8	101939	SG	SYSTEM AND METHOD FOR COMMUNICATING INFORMATION CONTENT BETWEEN A CLIENT AND A HOST
92121018	1225195	TW	SYSTEM AND METHOD FOR GUARANTEEING SOFTWARE INTEGRITY VIA COMBINED HARDWARE AND SOFTWARE AUTHENTICATION
92100604	1222307	TW	ENHANCING/ LIMITING USE OF MOBILE ELECTRONIC DEVICES
94132845	1392395	TW	MESSAGE SENDER CONTROLLABLE MESSAGING SYSTEM
89107051	NI-154225	TW	SYSTEM AND METHOD FOR COMMUNICATING INFORMATION CONTENT BETWEEN A CLIENT AND A HOST

Exhibit A-5

Application Number	Patent Number	Country	Title
822814	GB 2466225	GB	INTER-ACCESS NETWORK HANDOVER
08 228 15.7	2466226	GB	NETWORK MOBILITY
05 192 57.0	2430581	GB	ACCESS ROUTER SELECTION
518106	2430111	GB	A METHOD OF CONFIRMING DATAGRAM RECEPTION IN UNIDIRECTIONAL NETWORKS
518107.8	2429876	GB	METHOD OF PROVIDING ACCESS TO PACKET-SWITCHED SERVICES IN HETEROGENEOUS NETWORK ENVIRONMENT
716529.3	2452699	GB	MOBILITY AND QUALITY OF SERVICE
421397.1	2418568	GB	A METHOD OF ESTIMATING THE CELL LOCATION OF A MOBILE TERMINAL IN HETEROGENEOUS NETWORK ENVIRONMENT
2004308435	2004308435	AU	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
2550994		CA	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
2734781	2734781	CA	CONTENT, TRAFFIC AND ADVERTISING ENGINE, SYSTEM AND METHOD
200480041712.20	101088273	CN	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
4181/DELNP/2006		IN	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
1189/KOLNP/2011		IN	CONTENT, TRAFFIC AND ADVERTISING ENGINE, SYSTEM AND METHOD
2006-547341	5101108	JP	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
2012-56519	5531044	JP	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
11/019,655	7804948	US	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
12/723,750	7853000	US	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
12/907,550	8571194	US	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
13/357,132	8594294	US	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
14/052,166	9172815	US	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
12/545,129	8782540	US	CONTENT, TRAFFIC AND ADVERTISING ENGINE, SYSTEM AND METHOD
12/545,125	8700731	US	SYSTEM AND METHOD FOR AGGREGATING AND PROVIDING AUDIO AND VISUAL PRESENTATIONS VIA A COMPUTER NETWORK
12/545,131	8407609	US	SYSTEM AND METHOD FOR PROVIDING AND TRACKING THE PROVISION OF AUDIO AND VISUAL PRESENTATIONS VIA A COMPUTER NETWORK
14/299,221	9412119	US	CONTENT, TRAFFIC AND ADVERTISING ENGINE, SYSTEM AND METHOD

Exhibit A-6

Application Number	Patent Number	Country	Title
15/454,251		US	SYSTEM AND METHOD FOR AGGREGATING AND PROVIDING AUDIO AND VISUAL PRESENTATIONS VIA A COMPUTER NETWORK
93140135	I419543	TW	SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL
10/346,989	7337151	US	AUTOMATED PRICING SYSTEM
12/011,270	7769595	US	AUTOMATED PRICING AND/OR "GREEN" INDICATING METHOD AND SYSTEM
12/004,187	7783523	US	AUTOMATED PRICING SYSTEM
12/802,848	8260628	US	AUTOMATED PRICING AND/OR "GREEN" INDICATING METHOD AND SYSTEM
12/803,404	8266005	US	AUTOMATED PRICING SYSTEM
13/587,124	8515820	US	AUTOMATED PRICING SYSTEM
13/942,523		US	AUTOMATED PRICING SYSTEM
09/436515	6736759	US	EXERCISE MONITORING SYSTEM AND METHODS
10/847208	7220220	US	EXERCISE MONITORING SYSTEM AND METHODS
10/036,298	7092953	US	APPARATUS AND METHODS FOR INTELLECTUAL PROPERTY DATABASE NAVIGATION
10/035,347	7099849	US	INTEGRATED MEDIA MANAGEMENT AND RIGHTS DISTRIBUTION APPARATUS
10/740,030	7535890	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
12/398,076	8199747	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
12/398,063	8243723	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
13/546,673	8724622	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
14/224,125	8995433	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
14/633,057	9621490	US	SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING
08/951,177	5939833	US	FIELD EMISSION DEVICE WITH LOW DRIVING VOLTAGE
08/984,505	5954788	US	APPARATUS FOR PERFORMING MODULAR MULTIPLICATION
09/027,598	5973490	US	LINE DRIVER WITH ADAPTIVE OUTPUT IMPEDANCE
08/969,729	5991288	US	VOICE CODING APPARATUS AT A CODE DIVISION MULTIPLE ACCESS BASE STATION
08/959,084	6025877	US	SCALABLE TRANSMISSION METHOD OF VISUAL OBJECTS SEGMENTED BY CONTENT-BASE
08/987,832	6035349	US	STRUCTURE OF PORTABLE MULTIMEDIA DATA INPUT/OUTPUT PROCESSOR AND METHOD FOR DRIVING THE SAME

Exhibit A-7

Application Number	Patent Number	Country	Title
09/006,904	6039248	US	METHOD FOR PREPARING SAFE ELECTRONIC NOTARIZED DOCUMENTS IN ELECTRONIC COMMERCE
08/990,047	6041036	US	DUAL RECEIVE, DUAL TRANSMIT FAULT TOLERANT NETWORK ARRANGEMENT AND PACKET HANDLING METHOD
09/135,576	6057736	US	GAIN CONTROLLED AMPLIFIER
09/146,529	6064265	US	GAIN CONTROL CIRCUIT FOR LOW-NOISE AMPLIFIER
09/227,107	6068588	US	COUNTERBALANCED PUMP
09/063,666	6085091	US	METHOD FOR CONTROLLING HAND OFF OF MOBILE TERMINAL IN CODE DIVISION MULTIPLE ACCESS MOBILE COMMUNICATION SYSTEM
09/135,645	6087232	US	FABRICATION METHOD OF LATERAL DOUBLE DIFFUSED MOS TRANSISTORS
09/275,363	6104354	US	RADIO APPARATUS
09/074,617	6108592	US	VOICE-CONTROLLED MOTORIZED WHEELCHAIR WITH SENSORS AND DISPLAYS
09/062,947	6111438	US	CURRENT MEMORY AND CIRCUIT ARRANGEMENT COMPRISING CURRENT MEMORIES
08/968,403	6118890	US	SYSTEM AND METHOD FOR BROAD CLASSIFICATION OF BIOMETRIC PATTERNS
08/987,551	6128289	US	VOICE CODING METHOD AT A CODE DIVISION MULTIPLE ACCESS BASE STATION
09/141,244	6128492	US	METHOD FOR TRACING CENTRALIZED PROCESS POSITION OF MOBILE STATION USING RADIO LAN
09/018,984	6130964	US	IMAGE SEGMENTATION AND OBJECT TRACKING METHOD AND CORRESPONDING SYSTEM
09/162,791	6133765	US	SWITCHED-CURRENT MEMORY
09/429,752	6147896	US	NONVOLATILE FERROELECTRIC MEMORY USING SELECTIVE REFERENCE CELL
08/989,875	6151676	US	ADMINISTRATION AND UTILIZATION OF SECRET FRESH RANDOM NUMBERS IN A NETWORKED ENVIRONMENT
09/444,898	6166337	US	DEVICE INCLUDING A PRINTED CIRCUIT BOARD WHICH IS CONTACTED BY DEPRESSING A KEY LOCATED AT A HOUSING WALL WHICH MAKES AN ANGLE WITH THE PRINTED CIRCUIT BOARD
09/031,374	6167237	US	UNIVERSAL WIRELESS COMMUNICATION SYSTEM, A TRANSMISSION PROTOCOL, A WIRELESS COMMUNICATION STATION, AND A RADIO BASE STATION

Exhibit A-8

Application Number	Patent Number	Country	Title
09/050,679	6182220	US	SYSTEM AND METHOD FOR BUILDING AND EXCHANGING ENCRYPTED PASSWORDS BETWEEN A CLIENT AND SERVER
09/030,435	6185318	US	SYSTEM AND METHOD FOR MATCHING (FINGERPRINT) IMAGES USING AN ALIGNED STRING-BASED REPRESENTATION
09/334,504	6190319	US	SELF CALIBRATING LINEAR POSITION SENSOR
09/107,528	6195392	US	METHOD AND ARRANGEMENT FOR GENERATING PROGRAM CLOCK REFERENCE VALUES (PCRS) IN MPEG BITSTREAMS
09/300,804	6201844	US	TRANSCODING OF A DATA STREAM
09/238,537	6215403	US	WIRELESS MONITORING SYSTEM
09/145,331	6219724	US	DIRECT MEMORY ACCESS CONTROLLER
09/244,209	6229994	US	FITTING DEVICE FOR SEPARATE ELEMENTS OF A MOBILE TELEPHONE HANDSET AND THE HANDSET THUS OBTAINED
09/024,632	6239772	US	VIDEO MOIRE REDUCTION
09/050,595	6239773	US	IMAGE DISPLAY DEVICE HAVING A DRIVE CIRCUIT FOR DIFFERENTIALLY CONTROLLING THE LUMINOSITY OF WINDOWS IN THE DISPLAY
09/047,684	6240300	US	TELEPHONY DEVICE COMPRISING A BASE STATION AND AT LEAST A SUBSCRIBER UNIT AND METHOD FOR CONNECTING TO SUCH A TELEPHONY DEVICE
08/976,710	6246447	US	VIDEO FORMAT ADAPTIVE BEAM SIZE FOR VIDEO MOIRE REDUCTION
09/435,039	6249251	US	HARDWARE-EFFICIENT DEMODULATOR FOR CDMA ADAPTIVE ANTENNA ARRAY SYSTEMS
09/102,949	6253201	US	SCALABLE SOLUTION FOR IMAGE RETRIEVAL
09/217,408	6260031	US	CODE COMPACTION BY EVOLUTIONARY ALGORITHM
08/977,951	6271826	US	MIXING A GRAPHICS SIGNAL AND A VIDEO SIGNAL
09/131,334	6275956	US	INTEGRATED DYNAMIC-VISUAL PARALLEL DEBUGGING APPARATUS AND METHOD THEREOF
09/206,031	6281903	US	METHODS AND APPARATUS FOR EMBEDDING 2D IMAGE CONTENT INTO 3D MODELS
09/031,198	6289316	US	PROGRESS NOTES MODEL IN A CLINICAL INFORMATION SYSTEM
09/432,896	6290640	US	UNCOUPLED ROTARY LINEAR PUMP
09/549,803	6300885	US	DUAL ALDC DECOMPRESSORS INSIDE PRINTER ASIC
09/031,696	6301641	US	METHOD FOR REDUCING THE FREQUENCY OF CACHE MISSES IN A COMPUTER

Exhibit A-9

Application Number	Patent Number	Country	Title
09/264,912	6308191	US	PROGRAMMABLE PROCESSOR CIRCUIT WITH A RECONFIGURABLE MEMORY FOR REALIZING A DIGITAL FILTER
09/030,363	6314197	US	DETERMINING AN ALIGNMENT ESTIMATION BETWEEN TWO (FINGERPRINT) IMAGES
09/393,279	6316281	US	METHOD FOR FABRICATING A HYBRID OPTICAL INTEGRATED CIRCUIT EMPLOYING SOI OPTICAL WAVEGUIDE
09/369,540	6323824	US	DIELECTRIC RESONATOR ANTENNA
09/079,662	6326965	US	INTERACTIVE REPRESENTATION AND RETRIEVAL OF MULTI-DIMENSIONAL DATA USING VIEW ELEMENTS
09/216,261	6337972	US	MELODIC ALERTS FOR COMMUNICATIONS DEVICE
09/478,474	6349114	US	CAMERA MOTION PARAMETERS ESTIMATION METHOD
09/216,266	6349154	US	METHOD AND ARRANGEMENT FOR CREATING A HIGH-RESOLUTION STILL PICTURE
09/244,841	6351564	US	METHOD OF SWITCHING OF CODED VIDEO SEQUENCES AND CORRESPONDING DEVICE
08/994,827	6356288	US	DIVERSION AGENT USES CINEMATOGRAPHIC TECHNIQUES TO MASK LATENCY
09/519,548	6359658	US	SUBJECTIVE NOISE MEASUREMENT ACTIVE VIDEO SIGNAL
09/006,657	6363380	US	MULTIMEDIA COMPUTER SYSTEM WITH STORY SEGMENTATION CAPABILITY AND OPERATING PROGRAM THEREFOR INCLUDING FINITE AUTOMATION VIDEO PARSER
09/384,763	6366885	US	SPEECH DRIVEN LIP SYNTHESIS USING VISEME BASED HIDDEN MARKOV MODELS
09/475,743	6366908	US	KEYFACT-BASED TEXT RETRIEVAL SYSTEM, KEYFACT-BASED TEXT INDEX METHOD, AND RETRIEVAL METHOD
09/198,928	6382867	US	JOINING DEVICE FOR FIRMLY JOINING PLASTIC JOINING PARTS TOGETHER
09/276,870	6385607	US	GENERATING REGRESSION TREES WITH OBLIQUE HYPERPLANES
09/241,016	6396875	US	METHOD OF SWITCHING OF CODED VIDEO SEQUENCES AND CORRESPONDING DEVICE
09/454,389	6400932	US	LOW OFFSET AUTOMATIC FREQUENCY TUNING CIRCUITS FOR CONTINUOUS-TIME FILTER
09/865,004	6404011	US	SEMICONDUCTOR POWER INTEGRATED CIRCUIT
09/333,633	6405301	US	PARALLEL DATA PROCESSING
09/773,160	6407681	US	QUANTIZATION METHOD FOR BIT RATE TRANSCODING APPLICATIONS

Exhibit A-10

Application Number	Patent Number	Country	Title
09/966,112	6411542	US	FERROELECTRIC MEMORY DEVICE HAVING FERROELECTRIC MEMORY TRANSISTORS CONNECTED TO SEPARATE WELL LINES
09/499,920	6431447	US	SYSTEM AND METHOD FOR READING A BARCODE USING LASER DIODE ARRAY
09/579,313	6432135	US	TORSION HEART VALVE
09/569,916	6436027	US	HYDRODYNAMIC BLOOD BEARING
09/899,441	6437545	US	DC / DC CONVERTER INCLUDING CONTROL MEANS FOR CONTROLLING MULTIPLE OUTPUTS USING SEPARATE SWITCHING CYCLES FOR EACH OUTPUT
09/549,689	6439457	US	METHOD AND SYSTEM FOR PERSONALIZED MESSAGE STORAGE AND RETRIEVAL
10/012,015	6469910	US	ELECTRONIC DEVICE WITH A VARIABLE KEYBOARD
09/116,769	6473095	US	HISTOGRAM METHOD FOR CHARACTERIZING VIDEO CONTENT
09/550,607	6473114	US	METHOD AND SYSTEM FOR INDICATING CHANGE OF SPEAKER IN A VIDEOCONFERENCE APPLICATION
09/757,786	6477211	US	TRANSCODING OF A DATA STREAM
09/198,045	6480480	US	WIRELESS LOCAL AREA NETWORK COMPRISING A CONTROLLER AND AT LEAST ONE CANDIDATE-CONTROLLER TERMINAL
09/409,814	6480849	US	EFFICIENT CONCURRENCY CONTROL METHOD FOR HIGH DIMENSIONAL INDEX STRUCTURES
09/855,581	6483456	US	GPS RECEIVER
09/497,345	6484172	US	CONCURRENCY CONTROL METHOD FOR HIGH-DIMENSIONAL INDEX STRUCTURE USING LATCH AND LOCK
09/884,222	6498541	US	COMMUNICATION BUS SYSTEM AND APPARATUS AND DEVICE FOR USE IN SUCH A SYSTEM
09/615,880	6498814	US	DRIFT-FREE TRANSCODER AND RELATED METHOD
09/459,255	6501744	US	SLOTTED MODE IN WIRELESS CDMA SYSTEMS
09/232,896	6502105	US	REGION-BASED IMAGE ARCHIVING AND RETRIEVING SYSTEM
09/366,695	6526183	US	STATIC IMAGE GENERATION METHOD AND DEVICE
09/920,040	6528741	US	TEXT ENTRY ON PORTABLE DEVICE
09/104,900	6529600	US	METHOD AND DEVICE FOR PREVENTING PIRACY OF VIDEO MATERIAL FROM THEATER SCREENS
09/499,915	6529882	US	METHOD FOR MANAGING GROUP MEMBERSHIP IN INTERNET MULTICAST APPLICATIONS

Exhibit A-11

Application Number	Patent Number	Country	Title
09/678,966	6539071	US	FREQUENCY CORRECTION AT THE RECEIVER END IN A PACKET TRANSMISSION SYSTEM
10/032,754	6541319	US	METHOD OF MANUFACTURING A SELF-ALIGNED GATE TRANSISTOR WITH P-TYPE IMPURITIES SELECTIVELY IMPLANTED BELOW THE GATE, SOURCE AND DRAIN ELECTRODES
10/086,047	6543025	US	TRANSMISSION SYSTEM WITH ADAPTIVE CHANNEL ENCODER AND DECODER
09/411,460	6553110	US	SELECTIVE TELEPHONE CALLER IDENTIFICATION SERVICE
09/374,692	6577629	US	SWITCHING NETWORK WITH COMPLETE TRANSFER OF THE CONTENTS OF A HEADER FIELD OF A CELL
09/475,224	6584212	US	APPARATUS FOR MOTION ESTIMATION WITH CONTROL PART IMPLEMENTED BY STATE TRANSITION DIAGRAM
10/112,359	6593603	US	PSEUDOMORPHIC HIGH ELECTRON MOBILITY TRANSISTOR POWER DEVICE AND METHOD FOR MANUFACTURING THE SAME
09/382,732	6597802	US	SYSTEM AND METHOD FOR GENERATING A ROLLED SURFACE REPRESENTATION FROM A SET OF PARTIAL IMAGES
09/580,169	6598146	US	DATA-PROCESSING ARRANGEMENT COMPRISING A PLURALITY OF PROCESSING AND MEMORY CIRCUITS
09/062,941	6606641	US	SYSTEM FOR VARYING THE DYNAMIC RANGE OF COEFFICIENTS IN A DIGITAL FILTER
10/032,720	6608578	US	CURRENT CELL DRIVING CIRCUIT IN DIGITAL-TO-ANALOG CONVERTER
09/498,921	6614759	US	ONU FUNCTION PROCESSING APPARATUS IN ATM-PON SYSTEM
09/448,531	6614761	US	ADSL SUBSCRIBER PROCESSING EQUIPMENT IN ATM SWITCH
09/495,741	6614928	US	AUTOMATIC PARCEL VOLUME CAPTURE SYSTEM AND VOLUME CAPTURE METHOD USING PARCEL IMAGE RECOGNITION
10/114,507	6621440	US	DIGITAL TO ANALOGUE CONVERTER
09/708,165	6628712	US	SEAMLESS SWITCHING OF MPEG VIDEO STREAMS
10/032,987	6636435	US	FERROELECTRIC MEMORY CELL ARRAY AND METHOD OF STORING DATA USING THE SAME
09/757,613	6731285	US	SYSTEM AND METHOD FOR PROVIDING HIGH PERFORMANCE IMAGE MAGNIFICATION IN A WEB BROWSER
10/092,902	6741929	US	VIRTUAL NAVIGATION SYSTEM AND METHOD USING MOVING IMAGE

Exhibit A-12

Application Number	Patent Number	Country	Title
10/325,929	6774697	US	INPUT AND OUTPUT PORT CIRCUIT
09/425,657	6781951	US	RADIO COMMUNICATION SYSTEM
09/952,193	6910175	US	ENCODER REDUNDANCY SELECTION SYSTEM AND METHOD
09/773,413	6937645	US	COMMUNICATION SYSTEM AND A RECEIVER FOR USE IN THE SYSTEM
09/694,455	6961473	US	FASTER TRANSFORMS USING EARLY ABORTS AND PRECISION REFINEMENTS
10/230,563	6963117	US	MICROELECTROMECHANICAL DEVICE USING RESISTIVE ELECTROMECHANICAL CONTACT
09/795,020	6963377	US	ENCODING METHOD AND DEVICE INCLUDING THRESHOLDING PIXEL-TO-PIXEL DIFFERENCES
09/411,756	6966027	US	METHOD AND APPARATUS FOR STREAMING XML CONTENT
10/221,069	6968007	US	METHOD AND DEVICE FOR SCALABLE VIDEO TRANSCODING
09/557,600	6973055	US	NETWORK WITH SEVERAL NETWORK CLUSTERS FOR WIRELESS TRANSMISSION OF PACKETS
09/774,925	6975991	US	WEARABLE DISPLAY SYSTEM WITH INDICATORS OF SPEAKERS
10/083,334	6978026	US	CIRCUIT ARRANGEMENT FOR GAINING A STEREO SUBCARRIER AND AN RDS CARRIER
10/161,795	6980599	US	VIDEO DECODING SYSTEM AND METHOD HAVING POST-PROCESSING TO REDUCE SHARPNESS PREDICTION DRIFT
09/908,197	6981046	US	SYSTEM FOR THE EFFICIENT TRANSMISSION OF PARTIAL OBJECTS IN DISTRIBUTED DATA BASES
10/084,724	6982748	US	AUTOMATICALLY SWITCHED CAMERA SYSTEM WITH INDICATOR FOR NOTIFYING THE NEXT SUBJECT OF THE CAMERA SYSTEM
09/928,795	6985603	US	METHOD AND APPARATUS FOR EXTENDING VIDEO CONTENT ANALYSIS TO MULTIPLE CHANNELS
10/015,965	6986466	US	DATA-PROCESSING SYSTEM
10/732,720	6989716	US	VARIABLE GAIN AMPLIFIER
09/616,631	6990496	US	SYSTEM AND METHOD FOR AUTOMATED CLASSIFICATION OF TEXT BY TIME SLICING
10/175,607	6992697	US	METHOD AND APPARATUS TO MEASURE VIDEO QUALITY ON ANY DISPLAY DEVICE WITH ANY IMAGE SIZE STARTING FROM A KNOWN DISPLAY TYPE AND SIZE
09/741,654	6992719	US	METHOD AND DEVICE FOR FOCUSING A CAMERA UTILIZING FILTERS CONTAINED IN A PROCESSOR

Exhibit A-13

Application Number	Patent Number	Country	Title
09/857,964	6992976	US	NETWORK FOR A RECONFIGURATION AFTER A STEP-BY-STEP REPAIR OF DEFECTS
09/633,760	6993179	US	STRAPDOWN SYSTEM FOR THREE-DIMENSIONAL RECONSTRUCTION
10/749,749	6995452	US	MOSFET DEVICE WITH NANOSCALE CHANNEL AND METHOD OF MANUFACTURING THE SAME
10/098,456	6996181	US	MOTION ESTIMATION METHOD BY EMPLOYING A STOCHASTIC SAMPLING TECHNIQUE
10/491,373	6996279	US	COMPRESSED STORAGE OF DATA ITEMS
10/327,881	6999127	US	APPARATUS AND METHOD FOR IMAGE CONVERSION AND AUTOMATIC ERROR CORRECTION FOR DIGITAL TELEVISION RECEIVER
09/992,922	7003150	US	HOMOGRAPHY TRANSFER FROM POINT MATCHES
10/643,253	7003409	US	PREDICTIVE FAILURE ANALYSIS AND FAILURE ISOLATION USING CURRENT SENSING
10/865,382	7006044	US	MICROSTRIP PATCH ANTENNA USING MEMS TECHNOLOGY
10/173,160	7006659	US	METHOD FOR EMBEDDING AND EXTRACTING A SPATIAL DOMAIN BLIND WATERMARK USING SAMPLE EXPANSION
09/938,377	7010159	US	APPARATUS AND METHOD FOR COMBINING RANDOM SET OF VIDEO FEATURES IN A NON-LINEAR SCHEME TO BEST DESCRIBE PERCEPTUAL QUALITY OF VIDEO SEQUENCES USING HEURISTIC SEARCH METHODOLOGY
10/262,796	7019985	US	ELECTRONIC DEVICE WITH A VARIABLE KEYBOARD
09/961,996	7020252	US	GROUP AUDIO MESSAGE BOARD
09/938,630	7023850	US	MULTICASTING APPARATUS AND METHOD IN SHARED MEMORY SWITCH
09/975,152	7027421	US	METHOD AND APPARATUS FOR SEARCHER BEAMFORMING IN CDMA BASE STATION SYSTEM USING ARRAY ANTENNA
10/022,731	7027491	US	INTERFERENCE CANCELLATION RECEIVER FOR USE IN A CDMA SYSTEM
10/196,096	7027588	US	TELEPHONE APPARATUS COMPRISING MONITORING MEANS
09/993,061	7031497	US	METHOD FOR COMPUTING OPTICAL FLOW UNDER THE EPIPOLAR CONSTRAINT
10/122,746	7035586	US	WIRELESS INTERCONNECTION METHOD AND ASSEMBLY FOR ESTABLISHING A BIDIRECTIONAL COMMUNICATION BETWEEN AUDIO AND/OR VIDEO DEVICES
10/076,352	7038721	US	GAMMA CORRECTION CIRCUIT

Exhibit A-14

Application Number	Patent Number	Country	Title
10/025,797	7039094	US	ADAPTIVE RAKE RECEIVING APPARATUS CONSTRAINED WITH AT LEAST ONE CONSTRAINT FOR USE IN MOBILE COMMUNICATION SYSTEM AND METHOD THEREFOR
10/201,368	7039837	US	SIGNAL CODING
10/015,807	7048191	US	4-STATE BAR CODE PRINTING AND READING SYSTEM AND METHOD FOR CONTROLLING THE SAME
09/967,548	7050511	US	IN-BAND ADJACENT-CHANNEL DIGITAL AUDIO BROADCASTING SYSTEM
09/752,667	7054365	US	METHOD FOR PROVIDING VARIABLE BIT RATE IN STREAMING SERVICE
09/995,718	7054856	US	SYSTEM FOR DRAWING PATENT MAP USING TECHNICAL FIELD WORD AND METHOD THEREFOR
10/273,256	7065701	US	METHOD FOR ITERATIVELY DECODING BLOCK TURBO CODES AND RECORDING MEDIUM FOR STORING ITERATIVE DECODING PROGRAM OF BLOCK TURBO CODES
10/269,567	7076490	US	OBJECT-RELATIONAL DATABASE MANAGEMENT SYSTEM AND METHOD FOR DELETING CLASS INSTANCE FOR THE SAME
10/180,406	7079704	US	OBJECTIVE METHOD AND SYSTEM FOR ESTIMATING PERCEIVED IMAGE AND VIDEO SHARPNESS
10/067,414	7081919	US	GREEN RECONSTRUCTION FOR IMAGE SENSORS
10/134,212	7082156	US	METHOD OF DETECTING, AND A RECEIVER FOR, A SPREAD SPECTRUM SIGNAL
09/686,830	7085929	US	METHOD AND APPARATUS FOR REVOCATION LIST MANAGEMENT USING A CONTACT LIST HAVING A CONTACT COUNT FIELD
09/987,933	7093290	US	SECURITY SYSTEM FOR NETWORKS AND THE METHOD THEREOF
09/995,740	7099376	US	METHOD FOR PARALLEL TYPE INTERFERENCE CANCELLATION IN CODE DIVISION MULTIPLE ACCESS RECEIVER
09/763,843	7103061	US	SYNCHRONIZATION CODEWORD FOR INTERFERENCE REDUCTION IN A CDMA SYSTEM
11/026,455	7123194	US	ROTATABLE MICROSTRIP PATCH ANTENNA AND ARRAY ANTENNA USING THE SAME
09/737,190	7124034	US	METHOD FOR CHANGING A TARGET ARRAY, A METHOD FOR ANALYZING A STRUCTURE, AND AN APPARATUS, A STORAGE MEDIUM AND A TRANSMISSION MEDIUM THEREFOR

Exhibit A-15

Application Number	Patent Number	Country	Title
10/187,340	7134017	US	METHOD FOR PROVIDING A TRUSTED PATH BETWEEN A CLIENT AND A SYSTEM
09/817,457	7136371	US	TIME SLOT SORTING METHOD FOR A WIRELESS NETWORK
10/150,827	7142578	US	SINGLE BEAMFORMING STRUCTURE FOR MULTIPLE MODULATION SCHEMES
09/634,731	7151562	US	METHOD AND APPARATUS FOR EXTERNAL CALIBRATION OF A CAMERA VIA A GRAPHICAL USER INTERFACE
10/136,959	7154892	US	METHOD AND APPARATUS FOR MANAGING LPM-BASED CAM LOOK-UP TABLE, AND RECORDING MEDIUM THEREFOR
09/663,315	7161952	US	WIRELESS NETWORK WITH A PLURALITY OF PERSISTENCY PROBABILITIES FOR ACCESSING A RACH CHANNEL
10/098,436	7184420	US	METHOD FOR DYNAMICALLY LOCATING A WIRELESS TCP PROXY IN A WIRED/WIRELESS INTEGRATED NETWORK
09/580,167	7188165	US	METHOD OF, AND A HETEROGENEOUS NETWORK FOR, TRANSMITTING DATA PACKETS
09/653,782	7190979	US	BATTERY ECONOMIZING IN A COMMUNICATIONS SYSTEM
10/365,780	7194734	US	METHOD OF EXECUTING AN INTERPRETER PROGRAM
10/523,389	7206555	US	ANTENNA DIVERSITY SYSTEM AND METHOD FOR OPERATING SAID SYSTEM
10/551,311	7212158	US	METHOD AND APPARATUS FOR BEAMFORMING BASED ON BROADBAND ANTENNA
10/540,101	7212159	US	POSITIONING SYSTEM, APPARATUS AND METHOD
10/734,574	7212585	US	QUADRATURE MODULATION TRANSMITTER
10/185,385	7236548	US	BIT LEVEL DIVERSITY COMBINING FOR COFDM SYSTEM
10/266,302	7251251	US	METHOD OF AND SYSTEM FOR TRANSMITTING A PLURALITY OF MESSAGES
10/557,346	7265609	US	TRANSCONDUCTOR CIRCUITS
09/372,459	7639283	US	COLOR SIGNAL MATRIX ADJUSTMENT
10/550,337	7650115	US	METHOD OF, AND APPARATUS FOR, PROTECTING FROM RADIO FREQUENCY INTERFERENCE
11/447,527	7728882	US	GREEN RECONSTRUCTION FOR IMAGE SENSORS
11/567,772	7739392	US	METHOD AND SYSTEM FOR TRANSFERRING A COMMUNICATION SESSION
10/935,342	7764637	US	PEER-TO-PEER MOBILE INSTANT MESSAGING METHOD AND DEVICE

Exhibit A-16

Application Number	Patent Number	Country	Title
11/120,587	7847842	US	PREVENTING GREEN NON-UNIFORMITY IN IMAGE SENSORS
09/560,203	8332302	US	METHOD AND APPARATUS FOR AUCTIONING ITEMS
13/463,540	8369298	US	METHOD FOR ESTABLISHING NETWORK CONNECTIONS BETWEEN STATIONARY TERMINALS AND REMOTE DEVICES THROUGH MOBILE DEVICES
12/353,662	8484089	US	METHOD AND SYSTEM FOR A HOSTED DIGITAL MUSIC LIBRARY SHARING SERVICE
12/103,591	8606856	US	DIGITAL MEDIA ASSET IDENTIFICATION SYSTEM AND METHOD
13/603,372	8626838	US	DIGITAL MEDIA ASSET IDENTIFICATION SYSTEM & METHOD
13/110,819	8649314	US	PEER-TO-PEER MOBILE DATA TRANSFER METHOD AND DEVICE
13/210,089	8706636	US	SYSTEM & METHOD FOR UNIQUE DIGITAL ASSET IDENTIFICATION AND TRANSACTION MANAGEMENT
13/759,950	8774149	US	METHOD FOR ESTABLISHING NETWORK CONNECTIONS BETWEEN STATIONARY TERMINALS AND REMOTE DEVICES THROUGH MOBILE DEVICES
12/398,102	8972880	US	APPLICATION PROGRAMMING INTERFACE FOR TRANSFERRING CONTENT FROM THE WEB TO DEVICES
09/878,684	6664891	US	DATA DELIVERY THROUGH PORTABLE DEVICES
09/876,514	6993049	US	COMMUNICATION SYSTEM
12/896,686	8194632	US	METHOD FOR ESTABLISHING NETWORK CONNECTIONS BETWEEN STATIONARY TERMINALS AND REMOTE DEVICES THROUGH MOBILE DEVICES
13/193,579	8406116	US	MOBILE CONFERENCING METHOD AND SYSTEM
10/151,087	7167487	US	NETWORK WITH LOGIC CHANNELS AND TRANSPORT CHANNELS
09/455,124	6868079	US	RADIO COMMUNICATION SYSTEM WITH REQUEST RE-TRANSMISSION UNTIL ACKNOWLEDGED
09/739,507	6836654	US	ANTI-THEFT PROTECTION FOR A RADIOTELEPHONY DEVICE
08/742,688	5960366	US	WRIST-WATCH WIRELESS TELEPHONE
09/876,515	7587207	US	DATA DELIVERY THROUGH BEACONS
09/597,198	7136999	US	METHOD AND SYSTEM FOR ELECTRONIC DEVICE AUTHENTICATION
10/323,228	6985758	US	MOBILE DEVICE POWER SAVING

Exhibit A-17

Application Number	Patent Number	Country	Title
09/739,474	6901272	US	ERGONOMIC SYSTEM FOR CONTROL OF DEVICES THROUGH PORTABLE WIRELESS TERMINALS
13/079,767	8018877	US	MOBILE CONFERENCING METHOD AND SYSTEM
09/920,041	7020106	US	RADIO COMMUNICATION SYSTEM
07/965,956	5483468	US	SYSTEM AND METHOD FOR CONCURRENT RECORDING AND DISPLAYING OF SYSTEM PERFORMANCE DATA
08/348,071	5619526	US	CDMA BASE STATION MODULATOR FOR DIGITAL CELLULAR MOBILE COMMUNICATION SYSTEMS
08/665,868	5639677	US	METHOD OF MAKING A GAAS POWER SEMICONDUCTOR DEVICE OPERATING AT A LOW VOLTAGE
08/353,044	5657421	US	SPEECH SIGNAL TRANSMITTER WHEREIN CODING IS MAINTAINED DURING SPEECH PAUSES DESPITE SUBSTANTIAL SHUTDOWN OF THE TRANSMITTER
08/634,635	5659687	US	DEVICE FOR CONTROLLING MEMORY DATA PATH IN PARALLEL PROCESSING COMPUTER SYSTEM
08/438,153	5692125	US	SYSTEM AND METHOD FOR SCHEDULING LINKED EVENTS WITH FIXED AND DYNAMIC CONDITIONS
08/673,882	5774673	US	SYSTEM FOR COMMUNICATING BETWEEN A DYNAMIC GROUP OF APPARATUSES
08/544,571	5835849	US	CELLULAR MOBILE RADIO SYSTEM COMPRISING SUB-CELLS
09/027,599	5936393	US	LINE DRIVER WITH ADAPTIVE OUTPUT IMPEDANCE
08/888,355	5940295	US	DISTRIBUTED EXECUTION PROCESS FOR AN INTERACTIVE MULTIMEDIA PROGRAM, AND A LOCAL STATION USING THIS METHOD
08/742,674	5949351	US	REMOTE CONTROL METHOD AND SYSTEM THEREFOR
09/079,478	5970318	US	FABRICATION METHOD OF AN ORGANIC ELECTROLUMINESCENT DEVICES
08/974,199	6008743	US	METHOD AND APPARATUS FOR SWITCHING BETWEEN DATA COMPRESSION MODES
08/280,271	6052108	US	METHOD OF DISPLAYING TEXT HAVING IMPROVED USABILITY
09/007,818	6058437	US	D.M.A. DEVICE THAT HANDLES CACHE MISSES BY MANAGING AN ADDRESS OF AN AREA OF ALLOTTED VIA A DAEMON PROCESSOR
08/977,826	6067333	US	ADAPTIVE SERIAL AND PARALLEL MIXED INTERFERENCE CANCELLATION METHOD

Exhibit A-18

Application Number	Patent Number	Country	Title
09/022,910	6070169	US	METHOD AND SYSTEM FOR THE DETERMINATION OF A PARTICULAR DATA OBJECT UTILIZING ATTRIBUTES ASSOCIATED WITH THE OBJECT
08/992,291	6084982	US	METHOD OF CHROMA-KEYING FOR A DIGITAL VIDEO COMPRESSION SYSTEM
09/136,733	6127952	US	VIDEO DATA RECORDING APPARATUS
09/139,726	6138234	US	NODE BOOTING METHOD IN HIGH-SPEED PARALLEL COMPUTER
09/603,495	6148029	US	METHOD OF VARIABLE-LENGTH ENCODING OF IMAGES AND DEVICE FOR PERFORMING SAID
09/122,755	6150187	US	ENCAPSULATION METHOD OF A POLYMER OR ORGANIC LIGHT EMITTING DEVICE
08/738,988	6154468	US	FAST SYNC-BYTE SEARCH SCHEME FOR PACKET FRAMING
08/977,989	6154496	US	VIDEO BUFFER FOR SEAMLESS SPLICING OF MPEG STREAMS
08/959,215	6169790	US	METHOD OF RESTRICTING THE DURATION OF TELEPHONE CALLS AND TELEPHONE IMPLEMENTING SUCH A METHOD
09/135,860	6178512	US	WIRELESS NETWORK
09/116,063	6190314	US	COMPUTER INPUT DEVICE WITH BIOSENSORS FOR SENSING USER EMOTIONS
09/116,903	6195388	US	APPARATUS AND METHOD FOR ENCODING MULTIPLE VIDEO PROGRAMS
08/770,024	6198728	US	MEDIUM ACCESS CONTROL (MAC) PROTOCOL FOR WIRELESS ATM
09/134,108	6198909	US	COMMUNICATION ENVIRONMENT WITH PLURALITY OF RADIO SYSTEMS
09/047,682	6201958	US	TELECOMMUNICATIONS SYSTEM, MOBILE TERMINAL AND METHOD OF REGISTRATION OF A TERMINAL WITH A TELECOMMUNICATIONS NETWORK
09/475,281	6211018	US	METHOD FOR FABRICATING HIGH DENSITY TRENCH GATE TYPE POWER DEVICE
09/096,698	6215488	US	METHOD AND SYSTEM FOR DESIGNING A GRAPHICAL USER INTERFACE FOR AN ELECTRONIC CONSUMER PRODUCT
09/197,315	6226636	US	SYSTEM FOR RETRIEVING IMAGES USING A DATABASE
09/139,203	6237072	US	MEMORY MANAGEMENT WITH COMPACTION OF DATA BLOCKS
09/123,019	6249515	US	MULTIPLE ACCESS CONTROL METHOD FOR GUARANTEEING QOS REQUIREMENT

Exhibit A-19

Application Number	Patent Number	Country	Title
09/030,344	6263091	US	SYSTEM AND METHOD FOR IDENTIFYING FOREGROUND AND BACKGROUND PORTIONS OF DIGITIZED IMAGES
09/070,322	6282318	US	A METHOD AND SYSTEM FOR COMBINING PATTERN MATCHING AND OPTIMIZATION
09/207,835	6282322	US	SYSTEM AND METHOD FOR COMPRESSING AND DECOMPRESSING IMAGES
09/428,403	6284605	US	METHOD FOR FABRICATING SEMICONDUCTOR POWER INTEGRATED CIRCUIT
09/236,688	6285805	US	SYSTEM AND METHOD FOR FINDING THE DISTANCE FROM A MOVING QUERY POINT TO THE CLOSEST POINT ON ONE OR MORE CONVEX OR NON-CONVEX SHAPES
09/198,708	6285892	US	DATA TRANSMISSION SYSTEM FOR REDUCING TERMINAL POWER CONSUMPTION IN A WIRELESS NETWORK
09/030,438	6289112	US	SYSTEM AND METHOD FOR DETERMINING BLOCK DIRECTION IN FINGERPRINT IMAGES
09/253,084	6295375	US	METHOD AND DEVICE FOR CODING A SEQUENCE OF PICTURES
09/710,821	6297820	US	METHOD AND SYSTEM FOR DESIGNING A GRAPHICAL USER INTERFACE FOR AN ELECTRONIC CONSUMER PRODUCT
09/316,985	6304612	US	TRANSMISSION SYSTEM HAVING A SIMPLIFIED CHANNEL DECODER
09/170,469	6314436	US	SPACE-LIMITED MARKING STRUCTURE FOR TRACING GARBAGE COLLECTORS
09/240,214	6317834	US	BIOMETRIC AUTHENTICATION SYSTEM WITH ENCRYPTED MODELS
09/039,347	6327272	US	DATA TRANSFER SYSTEM, TRANSMITTER AND RECEIVER
09/424,607	6329934	US	MODIFYING DATA WHICH HAS BEEN CODED
09/337,844	6338073	US	FINALIZATION IN INCREMENTAL GARBAGE COLLECTORS
09/338,150	6339779	US	REFERENCE COUNTING MECHANISM FOR GARBAGE COLLECTORS
08/397,292	6341276	US	SYSTEM FOR SELECTING A COMPUTER SOLUTION FROM A PRE-DEFINED SET
09/086,270	6347084	US	METHOD OF TIMESTAMP SYNCHRONIZATION OF A RESERVATION-BASED TDMA PROTOCOL
09/259,956	6349040	US	ELECTRONIC DEVICE WITH A VARIABLE KEYBOARD
09/276,876	6351561	US	GENERATING DECISION-TREE CLASSIFIERS WITH OBLIQUE HYPERPLANES
09/335,019	6360233	US	DYNAMIC MEMORY SPACE ALLOCATION

Exhibit A-20

Application Number	Patent Number	Country	Title
09/318,331	6363513	US	TRANSMISSION SYSTEM WITH ADAPTIVE CHANNEL ENCODER AND DECODER
09/160,003	6370117	US	CHANNEL ALLOCATION METHODS IN A COMMUNICATION NETWORK AND CORRESPONDING SYSTEM
09/280,107	6370595	US	METHOD OF ADDRESSING A PLURALITY OF ADDRESSABLE UNITS BY A SINGLE ADDRESS WORD
09/107,526	6377549	US	CALL ADMISSION CONTROL SYSTEM FOR WIRELESS ATM NETWORKS
09/343,910	6381471	US	DUAL BAND RADIO TELEPHONE WITH DEDICATED RECEIVE AND TRANSMIT ANTENNAS
09/287,428	6388715	US	TELEVISION RECEIVER
09/220,292	6389072	US	MOTION ANALYSIS BASED BUFFER REGULATION SCHEME
09/186,249	6393155	US	ERROR REDUCTION IN TRANSFORMED DIGITAL DATA
09/337,845	6393439	US	STORED DATA OBJECT MARKING FOR GARBAGE COLLECTORS
09/456,899	6405027	US	GROUP CALL FOR A WIRELESS MOBILE COMMUNICATION DEVICE USING BLUETOOTH
09/070,216	6407993	US	FLEXIBLE TWO-WAY TELECOMMUNICATION SYSTEM
09/328,968	6408293	US	AN INTERACTIVE FRAMEWORK FOR UNDERSTANDING USER'S PERCEPTION OF MULTIMEDIA DATA
09/177,962	6412013	US	SYSTEM FOR CONTROLLING DATA OUTPUT TO A NETWORK
09/819,285	6424323	US	ELECTRONIC DEVICE HAVING A DISPLAY
09/475,050	6424344	US	APPARATUS FOR PROVIDING A VISUAL NAVIGATION INTERFACE
09/474,090	6438361	US	APPARATUS AND METHOD FOR AUTOMATIC SELECTION OF BROADBAND FREQUENCY CHANNEL USING DOUBLE FREQUENCY CONVERSION
09/559,896	6442204	US	VIDEO ENCODING METHOD AND SYSTEM
09/417,660	6445387	US	INTERFACE METHOD FOR SEARCHING VIRTUAL SPACE BASED ON BODY ICON
09/467,591	6445921	US	CALL RE-ESTABLISHMENT FOR A DUAL MODE TELEPHONE
09/548,112	6452515	US	VIDEO ENCODER AND DECODER
08/994,873	6453416	US	SECURE PROXY SIGNING DEVICE AND METHOD OF USE
09/583,942	6458080	US	MANAGING PARAMETERS EFFECTING THE COMPREHENSIVE HEALTH OF A USER
09/404,716	6463174	US	MACROBLOCK-BASED SEGMENTATION AND BACKGROUND MOSAICKING METHOD

Exhibit A-21

Application Number	Patent Number	Country	Title
09/003,988	6466686	US	SYSTEM AND METHOD FOR TRANSFORMING FINGERPRINTS TO IMPROVE RECOGNITION
09/343,607	6467088	US	RECONFIGURATION MANAGER FOR CONTROLLING UPGRADES OF ELECTRONIC DEVICES
09/833,848	6469665	US	TIME OF ARRIVAL ESTIMATION POSITIONING SYSTEMS
09/264,060	6470006	US	TIMING CONTROL OF TRANSMISSION TIME SLOT
09/477,771	6470345	US	REPLACEMENT OF SUBSTRINGS IN FILE/DIRECTORY PATHNAMES WITH NUMERIC TOKENS
09/203,786	6483881	US	METHOD OF REDUCING COMPLEXITY USING STATISTICS OF PATH METRICS IN A TRELLIS DECODER
09/030,595	6487306	US	SYSTEM AND METHOD FOR DERIVING A STRING-BASED REPRESENTATION OF AN (FINGERPRINT) IMAGE
09/533,485	6487563	US	MEMORY RECLAMATION METHOD
09/537,821	6502110	US	MEMORY RECLAMATION METHOD AND APPARATUS
09/318,324	6512929	US	TELECOMMUNICATION ASSEMBLY
08/826,616	6515688	US	VIEWER INTERACTIVE THREE-DIMENSIONAL WORKSPACE WITH A TWO-DIMENSIONAL WORKPLANE CONTAINING INTERACTIVE TWO-DIMENSIONAL IMAGES
09/303,316	6519005	US	METHOD OF CONCURRENT MULTIPLE-MODE MOTION ESTIMATION FOR DIGITAL VIDEO
09/537,822	6526421	US	METHOD OF SCHEDULING GARBAGE COLLECTION
09/533,487	6567469	US	MOTION ESTIMATION ALGORITHM SUITABLE FOR H.261 VIDEOCONFERENCING APPLICATIONS
09/527,198	6571260	US	MEMORY RECLAMATION METHOD
09/497,138	6584229	US	MACROBLOCK-BASED OBJECT-ORIENTED CODING METHOD OF IMAGE SEQUENCE HAVING A STATIONARY BACKGROUND
09/182,698	6584423	US	METHOD OF COMMUNICATION BETWEEN REMOTE TERMINALS AND A CENTRAL STATION
09/826,027	6590125	US	BLUE LIGHT-EMITTING POLYMER PREPARED USING A FLUORINATED TETRAPHENYL MONOMER AND AN EL DEVICE MANUFACTURED USING THE POLYMER
09/209,064	6590903	US	METHOD FOR THE TRANSMISSION OF AN ASYNCHRONOUS DATA STREAM VIA A SYNCHRONOUS DATA BUS, AND CIRCUIT ARRANGEMENT FOR CARRYING OUT THE METHOD

Exhibit A-22

Application Number	Patent Number	Country	Title
09/394,556	6598020	US	ADAPTIVE EMOTION AND INITIATIVE GENERATOR FOR CONVERSATIONAL SYSTEMS
09/425,658	6600902	US	MULTIPLE LINK DATA OBJECT CONVEYING METHOD FOR CONVEYING DATA OBJECTS TO WIRELESS STATIONS
09/422,371	6603740	US	LOCAL AREA NETWORK WITH A BRIDGE TERMINAL FOR TRANSMITTING DATA BETWEEN A PLURALITY OF SUB-NETWORKS AND FOR LOOP DETECTION
09/786,292	6615335	US	COMPRESSED STORAGE OF INFORMATION
09/709,260	6618445	US	SCALABLE MPEG-2 VIDEO DECODER
09/712,678	6631163	US	DYNAMIC ADAPTATION OF COMPLEXITY IN AN MPEG-2 SCALABLE DECODER
09/422,736	6650648	US	AUTOMATIC CONFIGURATION OF A BRIDGE TERMINAL FOR TRANSMITTING DATA BETWEEN A PLURALITY OF SUB-NETWORKS IN A LOCAL AREA NETWORK
09/394,803	6658388	US	PERSONALITY GENERATOR FOR CONVERSATIONAL SYSTEMS
09/607,597	6678535	US	PERVASIVE DOCK AND ROUTER WITH COMMUNICATION PROTOCOL CONVERTER
09/960,188	6678613	US	METHOD AND APPARATUS FOR NOTIFYING A USER OF AN APPOINTMENT
09/377,361	6707858	US	LOW IF RECEIVER
09/282,638	6711294	US	METHOD AND APPARATUS FOR REDUCING IMAGE DATA STORAGE AND PROCESSING BASED ON DEVICE SUPPORTED COMPRESSION TECHNIQUES
09/616,229	6754373	US	SYSTEM AND METHOD FOR MICROPHONE ACTIVATION USING VISUAL SPEECH CUES
09/694,448	6766341	US	FASTER TRANSFORMS USING SCALED TERMS
10/226,963	6771193	US	SYSTEM AND METHODS FOR EMBEDDING ADDITIONAL DATA IN COMPRESSED DATA STREAMS
10/184,513	6774928	US	MOBILE FOR VIDEO-CONFERENCING
10/285,131	6798362	US	POLYNOMIAL-TIME, SEQUENTIAL, ADAPTIVE SYSTEM AND METHOD FOR LOSSY DATA COMPRESSION
10/077,061	6807604	US	METHOD OF REFRESHING A DYNAMIC MEMORY
10/234,888	6809662	US	MODULATION CODE SYSTEM AND METHODS OF ENCODING AND DECODING A SIGNAL BY MULTIPLE INTEGRATION
09/732,196	6809775	US	TV RECEIVER APPARATUS AND RELATED METHOD
09/996,003	6810083	US	METHOD AND SYSTEM FOR ESTIMATING OBJECTIVE QUALITY OF COMPRESSED VIDEO DATA

Exhibit A-23

Application Number	Patent Number	Country	Title
09/730,675	6810089	US	BLOCK DETECTION METHOD FOR A CHANNEL SUBJECTED TO FADING
10/186,646	6813692	US	RECEIVER APPARATUS AND METHOD
09/595,935	6836554	US	SYSTEM AND METHOD FOR DISTORTING A BIOMETRIC FOR TRANSACTIONS WITH ENHANCED SECURITY AND PRIVACY
10/011,880	6844878	US	MEDIA PROCESSING REDUCTION IN HIDDEN AREAS
09/699,609	6850948	US	METHOD AND APPARATUS FOR COMPRESSING TEXTUAL DOCUMENTS
09/773,422	6865387	US	SOFTWARE RECONFIGURATION OF COMMUNICATIONS APPARATUS
09/585,827	6876691	US	METHOD OF AND RECEIVER FOR FREQUENCY ACQUISITION IN A FREQUENCY HOPPING SYSTEM
10/082,872	6877068	US	METHOD AND DEVICE FOR PREFETCHING A REFERENCED RESOURCE
09/995,489	6882991	US	SEARCH METHOD IN A HIERARCHICAL OBJECT STRUCTURE
09/822,435	6891892	US	MPEG-2 DECODER WITH AN EMBEDDED CONTRAST ENHANCEMENT FUNCTION AND METHODS THEREFOR
10/086,741	6895118	US	METHOD OF CODING DIGITAL IMAGES BASED ON ERROR CONCEALMENT
10/057,670	6907074	US	APPARATUS AND METHOD FOR PERFORMING MIXED MOTION ESTIMATION BASED ON HIERARCHICAL SEARCH
09/823,486	6909746	US	FAST ROBUST DATA COMPRESSION METHOD AND SYSTEM
09/811,637	6910207	US	METHOD OF EXECUTING A COMPUTER PROGRAM WITH AN INTERPRETER, COMPUTER SYSTEM AND COMPUTER PROGRAM PRODUCT
09/734,782	6912579	US	SYSTEM AND METHOD FOR CONTROLLING AN APPARATUS HAVING A DEDICATED USER INTERFACE FROM A BROWSER
09/165,683	6918123	US	CALLS IDENTIFY SCENARIO FOR CONTROL OF SOFTWARE OBJECTS VIA PROPERTY ROUTES
09/837,036	6925126	US	DYNAMIC COMPLEXITY PREDICTION AND REGULATION OF MPEG2 DECODING IN A MEDIA PROCESSOR
10/029,811	6925197	US	METHOD AND SYSTEM FOR NAME-FACE/VOICE-ROLE ASSOCIATION
10/331,915	6926572	US	FLAT PANEL DISPLAY DEVICE AND METHOD OF FORMING PASSIVATION FILM IN THE FLAT PANEL DISPLAY DEVICE
08/901,338	6944221	US	BUFFER MANAGEMENT IN VARIABLE BIT-RATE COMPRESSION SYSTEMS

Exhibit A-24

Application Number	Patent Number	Country	Title
10/119,852	6944229	US	APPARATUS AND METHOD FOR MPEG DECODING USING DYNAMIC FREQUENCY AND VOLTAGE SCALING
10/024,611	6944579	US	SIGNAL SEPARATION METHOD, SIGNAL PROCESSING APPARATUS, IMAGE PROCESSING APPARATUS, MEDICAL IMAGE PROCESSING APPARATUS AND STORAGE MEDIUM FOR RESTORING MULTIDIMENSIONAL SIGNALS FROM OBSERVED DATA IN WHICH MULTIPLE SIGNALS ARE MIXED
10/456,501	6945869	US	APPARATUS AND METHOD FOR VIDEO BASED SHOOTING GAME
10/637,843	6946995	US	MICROSTRIP PATCH ANTENNA AND ARRAY ANTENNA USING SUPERSTRATE
10/077,059	6952450	US	UNEQUAL ERROR PROTECTION OF VIDEO BASED ON MOTION VECTOR CHARACTERISTICS
09/552,650	6954634	US	RECONFIGURABLE COMMUNICATION NETWORK
10/323,227	6961594	US	MOBILE DEVICE POWER SAVING
09/891,430	6963756	US	ELECTRONIC EQUIPMENT COMPRISING A RETRACTABLE SCREEN
09/481,771	6964048	US	METHOD FOR DYNAMIC LOANING IN RATE MONOTONIC REAL-TIME SYSTEMS
09/571,456	6965582	US	CELLULAR RADIO COMMUNICATION SYSTEM
10/121,583	6965699	US	CAMERA INFORMATION CODING/DECODING METHOD FOR SYNTHESIZING STEREOSCOPIC REAL VIDEO AND A COMPUTER GRAPHIC IMAGE
09/822,457	6967944	US	INCREASING LINK CAPACITY VIA CONCURRENT TRANSMISSIONS IN CENTRALIZED WIRELESS LANS
09/730,655	6967968	US	COMMUNICATION NETWORK HAVING MINIMIZED ROUNDTRIP CONTENTION DELAY
10/334,837	6970149	US	ACTIVE MATRIX ORGANIC LIGHT EMITTING DIODE DISPLAY PANEL CIRCUIT
10/041,937	6980112	US	EMERGENCY CALL PATIENT LOCATING SYSTEM FOR IMPLANTED AUTOMATIC DEFIBRILLATORS
10/334,409	6980351	US	ELECTROPHORETIC DISPLAY
09/797,085	6980522	US	AD-HOC RADIO COMMUNICATION SYSTEM
09/806,091	6983013	US	METHOD AND DEVICE FOR ENCODING VIDEO SIGNAL
09/914,240	6985526	US	SNR SCALABLE VIDEO ENCODING METHOD AND CORRESPONDING DECODING METHOD

Exhibit A-25

Application Number	Patent Number	Country	Title
10/127,528	6985635	US	SYSTEM AND METHOD FOR PROVIDING A SINGLE-LAYER VIDEO ENCODED BITSTREAMS SUITABLE FOR REDUCED-COMPLEXITY DECODING
10/033,649	6988067	US	LSF QUANTIZER FOR WIDEBAND SPEECH CODER
09/460,944	6988276	US	IN-HOUSE TV TO TV CHANNEL PEEKING
10/743,459	6992637	US	SLOT ANTENNA HAVING SLOTS FORMED ON BOTH SIDES OF DIELECTRIC SUBSTRATE
10/109,772	6993182	US	METHOD AND APPARATUS FOR DETECTING SCENE CHANGES IN VIDEO USING A HISTOGRAM OF FRAME DIFFERENCES
10/146,399	6999515	US	ENCODING BLOCK-ORGANIZED DATA
10/038,987	7003497	US	SYSTEM AND METHOD FOR CONFIRMING ELECTRONIC TRANSACTIONS
10/267,705	7006701	US	SEQUENTIAL DIGITAL IMAGE COMPRESSION
09/840,812	7010034	US	VIDEO COMPRESSION
10/082,860	7012960	US	METHOD OF TRANSCODING AND TRANSCODING DEVICE WITH EMBEDDED FILTERS
10/255,327	7016668	US	METHOD AND APPARATUS FOR A RECONFIGURABLE MULTI-MEDIA SYSTEM
10/089,959	7016676	US	METHOD, NETWORK AND CONTROL STATION FOR THE TWO-WAY ALTERNATE CONTROL OF RADIO SYSTEMS OF DIFFERENT STANDARDS IN THE SAME FREQUENCY BAND
10/014,190	7020336	US	IDENTIFICATION AND EVALUATION OF AUDIENCE EXPOSURE TO LOGOS IN A BROADCAST EVENT
09/718,246	7034866	US	COMBINED DISPLAY-CAMERA FOR AN IMAGE PROCESSING SYSTEM
09/962,659	7039585	US	METHOD AND SYSTEM FOR SEARCHING RECORDED SPEECH AND RETRIEVING RELEVANT SEGMENTS
11/024,568	7042401	US	TRAPEZOID ULTRA WIDE BAND PATCH ANTENNA
10/043,053	7047309	US	LOAD BALANCING AND DYNAMIC CONTROL OF MULTIPLE DATA STREAMS IN A NETWORK
09/944,306	7049954	US	DATA TRANSMISSION SYSTEM
10/033,806	7051120	US	HEALTHCARE PERSONAL AREA IDENTIFICATION NETWORK METHOD AND SYSTEM
10/653,804	7054470	US	SYSTEM AND METHOD FOR DISTORTION CHARACTERIZATION IN FINGERPRINT AND PALM-PRINT IMAGE SEQUENCES AND USING THIS DISTORTION AS A BEHAVIORAL BIOMETRICS

Exhibit A-26

Application Number	Patent Number	Country	Title
10/172,416	7054497	US	METHOD AND SYSTEM FOR OPTIMIZING IMAGE SHARPNESS DURING CODING AND IMAGE ENHANCEMENT
09/961,995	7058083	US	NETWORK INTERFACE DRIVER AND METHOD
09/933,552	7058879	US	DATA TRANSMISSION SYSTEM, EQUIPMENT SUITABLE FOR SUCH A SYSTEM AND DATA TRANSMISSION METHOD
10/169,346	7058951	US	METHOD AND A SYSTEM FOR ALLOCATION OF A BUDGET TO A TASK
10/359,710	7072513	US	METHOD OF SEGMENTING HANDWRITTEN TOUCHING NUMERAL STRINGS HAVING NON-VERTICAL SEGMENTATION LINE
10/513,012	7072671	US	RADIO SYSTEM, APPARATUS, AND METHOD OF OPERATING THE RADIO SYSTEM
09/973,312	7075917	US	WIRELESS NETWORK WITH A DATA EXCHANGE ACCORDING TO THE ARQ METHOD
10/184,875	7079670	US	APPARATUS AND METHOD FOR AUTHENTICATING A USER BY EMPLOYING FEATURE POINTS OF A FINGERPRINT IMAGE OF THE USER
10/155,211	7092448	US	METHOD AND SYSTEM FOR ESTIMATING NO-REFERENCE OBJECTIVE QUALITY OF VIDEO DATA
09/838,010	7092549	US	METHOD AND APPARATUS FOR REMOVING DEFECTS IN AN IMAGE SEQUENCE
10/175,413	7092694	US	WIRELESS COMMUNICATION SYSTEM HAVING A GUEST TRANSMITTER AND A HOST RECEIVER
09/942,634	7093298	US	APPARATUS AND METHOD FOR SECURITY OBJECT ENHANCEMENT AND MANAGEMENT
09/810,015	7095328	US	SYSTEM AND METHOD FOR NON INTRUSIVE MONITORING OF AT RISK INDIVIDUALS
10/749,606	7099686	US	MICROSTRIP PATCH ANTENNA HAVING HIGH GAIN AND WIDEBAND
09/730,679	7103070	US	TRANSMISSION SYSTEM COMPRISING A STATION OF A FIRST TYPE AND A STATION OF A SECOND TYPE AND SYNCHRONIZATION METHOD
10/153,256	7103340	US	ANTENNA DIVERSITY ARRANGEMENT
10/650,406	7106264	US	BROADBAND SLOT ANTENNA AND SLOT ARRAY ANTENNA USING THE SAME
10/124,009	7107111	US	TRICK PLAY FOR MP3
10/065,802	7107445	US	METHOD AND APPARATUS FOR SECURE PROCESSING OF SENSITIVE DATA

Exhibit A-27

Application Number	Patent Number	Country	Title
10/298,968	7110047	US	SIGNIFICANT SCENE DETECTION AND FRAME FILTERING FOR A VISUAL INDEXING SYSTEM USING DYNAMIC THRESHOLDS
10/080,184	7110366	US	APPARATUS AND METHOD FOR PEER-TO-PEER LINK MONITORING OF A WIRELESS NETWORK WITH CENTRALIZED CONTROL
09/822,452	7113074	US	METHOD AND SYSTEM FOR AUTOMATICALLY CONTROLLING A PERSONALIZED NETWORKED ENVIRONMENT
10/202,660	7117258	US	METHOD AND APPARATUS FOR ASSIGNING IP ADDRESS USING AGENT IN ZERO CONFIGURATION NETWORK
10/078,936	7120209	US	REDUCED COMPLEXITY INTERCARRIER INTERFERENCE CANCELLATION
09/877,344	7123658	US	SYSTEM AND METHOD FOR CREATING MULTI-PRIORITY STREAMS
09/449,250	7123745	US	METHOD AND APPARATUS FOR DETECTING MOVING OBJECTS IN VIDEO CONFERENCING AND OTHER APPLICATIONS
09/806,565	7137126	US	CONVERSATIONAL COMPUTING VIA CONVERSATIONAL VIRTUAL MACHINE
10/059,441	7139017	US	METHOD AND SYSTEM FOR OBTAINING THE BEST PICTURE QUALITY IN A SCARCE-POWER DEVICE
10/124,061	7149159	US	METHOD AND APPARATUS FOR EDITING DATA STREAMS
10/024,779	7151767	US	METHOD AND APPARATUS FOR SYNCHRONIZING FREQUENCY HOPPING TRANSCEIVERS
10/082,858	7151916	US	METHOD OF RECEIVING A SIGNAL AND A RECEIVER
10/029,825	7164671	US	OVERLAPPING NETWORK ALLOCATION VECTOR (ONAV) FOR AVOIDING COLLISION IN THE IEEE 802.11 WLAN OPERATING UNDER HCF
09/773,418	7167454	US	RADIO COMMUNICATION SYSTEM
10/957,749	7170355	US	VOLTAGE-CONTROLLED OSCILLATOR USING CURRENT FEEDBACK NETWORK
10/028,378	7170566	US	FAMILY HISTOGRAM BASED TECHNIQUES FOR DETECTION OF COMMERCIALS AND OTHER VIDEO CONTENT
10/257,204	7171169	US	NETWORK WITH ADAPTATION OF THE MODULATION METHOD
09/929,118	7171206	US	METHOD AND SYSTEM FOR TRANSFERRING A COMMUNICATION SESSION
10/480,660	7174135	US	WIDEBAND SIGNAL TRANSMISSION SYSTEM

Exhibit A-28

Application Number	Patent Number	Country	Title
10/147,974	7177345	US	DEMODULATING DEVICE AND METHOD FOR W-CDMA BASE STATION
11/180,726	7183149	US	METHOD OF MANUFACTURING FIELD EFFECT TRANSISTOR
10/477,871	7190408	US	TV-RECEIVER, IMAGE DISPLAY APPARATUS, TV-SYSTEM AND METHOD FOR DISPLAYING AN IMAGE
10/135,337	7193989	US	RADIO COMMUNICATION ARRANGEMENTS
10/135,353	7193991	US	RADIO COMMUNICATION ARRANGEMENTS
10/211,416	7194018	US	APPARATUS FOR SEARCHING MULTIPATH IN SPREAD SPECTRUM COMMUNICATIONS SYSTEM AND METHOD THEREOF
10/621,461	7197598	US	APPARATUS AND METHOD FOR FILE-LEVEL STRIPING
09/923,868	7206285	US	METHOD FOR SUPPORTING NON-LINEAR, HIGHLY SCALABLE INCREASE-DECREASE CONGESTION CONTROL SCHEME
10/330,800	7215635	US	APPARATUS FOR TRANSMITTING AND RECEIVING SIGNAL USING ORTHOGONAL CODES AND NON-BINARY VALUES IN CDMA/OFDM SYSTEM AND METHOD THEREOF
09/855,115	7215706	US	VIDEO SIGNAL ENCODING AND BUFFER MANAGEMENT
09/819,279	7227579	US	LIGHT MODULATION REMOVER
10/523,619	7230579	US	DIRECTIONAL DUAL FREQUENCY ANTENNA ARRANGEMENT
10/182,158	7242719	US	A METHOD AND APPARATUS FOR SPACE- SAVING-VARIABLE LENGTH ENCODING AND DECODING
10/119,577	7245592	US	ALIGNING 802.11E HCF AND 802.11H TPC OPERATIONS
10/547,585	7283832	US	METHOD AND SYSTEM FOR ESTABLISHING WIRELESS PEER-TO-PEER COMMUNICATIONS
10/547,586	7286841	US	METHOD AND SYSTEM FOR MAINTAINING UPLINK SYNCHRONIZATION WITH PEER-TO- PEER COMMUNICATION IN WIRELESS COMMUNICATION SYSTEM
10/551,312	7308266	US	METHOD AND SYSTEM FOR PEER-TO-PEER COMMUNICATION MANAGEMENT IN WIRELESS COMMUNICATION NETWORKS
10/264,904	7308466	US	MEMORY RECLAMATION METHOD
11/182,927	7502335	US	METHOD FOR ALLOCATING IP ADDRESSES FOR PEER-TO-PEER WIRELESS INSTANT MESSAGING AND OTHER DATA COMMUNICATIONS
11/091,242	7672255	US	MOBILE INSTANT MESSAGING CONFERENCING METHOD AND SYSTEM
10/544,773	7681227	US	GENERATION OF ENCRYPTED VIDEO INFORMATION

Exhibit A-29

Application Number	Patent Number	Country	Title
10/562,538	7738778	US	SYSTEM AND METHOD FOR GENERATING A MULTIMEDIA SUMMARY OF MULTIMEDIA STREAMS
11/042,620	7773550	US	PEER-TO-PEER MOBILE DATA TRANSFER METHOD AND DEVICE
11/288,505	7817606	US	METHOD FOR ESTABLISHING NETWORK CONNECTIONS BETWEEN STATIONARY TERMINALS AND REMOTE DEVICES THROUGH MOBILE DEVICES
11/776,420	7853500	US	SYSTEM AND METHOD FOR DETERMINING RIGHT OF ACCESS
12/691,594	7940704	US	MOBILE INSTANT MESSAGING CONFERENCING METHOD AND SYSTEM
10/817,994	7961663	US	PEER-TO-PEER MOBILE INSTANT MESSAGING METHOD AND DEVICE
12/832,576	7969925	US	PEER-TO-PEER MOBILE DATA TRANSFER METHOD AND DEVICE
10/016,325	8001052	US	SYSTEM & METHOD FOR UNIQUE DIGITAL ASSET IDENTIFICATION AND TRANSACTION MANAGEMENT
12/966,673	8117113	US	SYSTEM & METHOD FOR DETERMINING RIGHT OF ACCESS
12/103,604	8200581	US	DIGITAL MEDIA ASSET CONVERSION SYSTEM AND METHOD
2012100461	2012100461	AU	LOCAL AREA ADVERTISEMENT MANAGEMENT
2012100463	2012100463	AU	RENEWABLE RESOURCE DISTRIBUTION MANAGEMENT SYSTEM
2011101297	2011101297	AU	REMOTE RECOGNITION OF AN ASSOCIATION BETWEEN REMOTE DEVICES
2013101034	2013101034	AU	REGISTRATION AND AUTHENTICATION OF COMPUTING DEVICES USING A DIGITAL SKELETON KEY
2011101296	2011101296	AU	HARDWARE IDENTIFICATION THROUGH COOKIES
2013100369	2013100369	AU	UNIQUE DEVICE IDENTIFICATION AMONG LARGE POPULATIONS OF HOMOGENEOUS DEVICES
2013100802	2013100802	AU	DEVICE AUTHENTICATION USING INTER-PERSON MESSAGE METADATA
2013100259	2013100259	AU	MIGRATION OF USAGE SESSIONS BETWEEN DEVICES
2012100459	2012100459	AU	PERSONAL CONTROL OF PERSONAL INFORMATION
2012100470	2012100470	AU	ANONYMOUS WHISTLE BLOWER SYSTEM WITH REPUTATION REPORTING OF ANONYMOUS WHISTLE BLOWERS
2012100464	2012100464	AU	COMPUTER BASED COMPARISON OF HUMAN INDIVIDUALS

Exhibit A-30

Application Number	Patent Number	Country	Title
2013100243	2013100243	AU	PEDESTRIAN TRAFFIC MONITORING AND ANALYSIS
2013100804	2013100804	AU	PREDICTIVE DELIVERY OF INFORMATION BASED ON DEVICE HISTORY
2012100465	2012100465	AU	HEALTH ASSESSMENT BY REMOTE PHYSICAL EXAMINATION
2012100458	2012100458	AU	LOCAL AREA SOCIAL NETWORKING
2012100460	2012100460	AU	METHOD AND SYSTEM FOR IMPLEMENTING ZONE-RESTRICTED BEHAVIOR OF A COMPUTING DEVICE
2012100462	2012100462	AU	NEAR-FIELD AUTHENTICATION THROUGH COMMUNICATION OF ENCLOSED CONTENT SOUND WAVES
2013100883	2013100883	AU	DETECTION OF DEVICE TAMPERING
2013100355	2013100355	AU	DEVICE-SPECIFIC CONTENT DELIVERY
10165951.4	2273371	DE	FAILOVER PROCEDURE FOR SERVER SYSTEM
60 2008 039 553.7	2203815	DE	INSTALLING PROTECTED SOFTWARE PRODUCT USING UNPROTECTED INSTALLATION
60 2010 023 538.6	2273411	DE	SYSTEMS AND METHODS FOR DETERMINING AUTHORIZATION TO OPERATE LICENSED SOFTWARE BASED ON A CLIENT DEVICE FINGERPRINT
10168528.7	2282474	DE	SYSTEM AND METHOD FOR SECURED MOBILE COMMUNICATION
60 2010 031 589.4	2267966	DE	SYSTEM AND METHOD FOR SECURING AN ELECTRONIC COMMUNICATION
EP 10166779.8	2270703	EP	SYSTEMS AND METHODS FOR PROVIDING CONDITIONAL AUTHORIZATION TO OPERATE LICENSED SOFTWARE
EP 10165956.3	2264975	EP	SYSTEM AND METHOD FOR REDUNDANCY IN A COMMUNICATION NETWORK
EP 10165951.4	EP 2273371	EP	FAILOVER PROCEDURE FOR SERVER SYSTEM
EP 10165196.6		EP	SECURING EXECUTABLE CODE INTEGRITY USING AUTO-DERIVATIVE KEY
EP 10165197.4	2264640	EP	FEATURE-SPECIFIC KEYS FOR EXECUTABLE CODE
8831302.8	2203815	EP	INSTALLING PROTECTED SOFTWARE PRODUCT USING UNPROTECTED INSTALLATION
10165175	2273411	EP	SYSTEMS AND METHODS FOR DETERMINING AUTHORIZATION TO OPERATE LICENSED SOFTWARE BASED ON A CLIENT DEVICE FINGERPRINT
EP 10168528.7	2282474	EP	SYSTEM AND METHOD FOR SECURED MOBILE COMMUNICATION
EP 10188068.0	2282474	EP	SYSTEM AND METHOD FOR DEVICE AUTHENTICATION WITH BUILT-IN TOLERANCE

Exhibit A-31

Application Number	Patent Number	Country	Title
EP 10165171.9	2267966	EP	SYSTEM AND METHOD FOR SECURING AN ELECTRONIC COMMUNICATION
10166788.9	EP2270704	EP	SYSTEMS AND METHODS FOR AUDITING SOFTWARE USAGE USING A COVERT KEY
EP 10165179.2	2273438	EP	USE OF A FINGERPRINT WITH AN ON-LINE OR NETWORKED AUCTION
10165951.4	2273371	GB	FAILOVER PROCEDURE FOR SERVER SYSTEM
EP08831302.8	EP2203815	GB	INSTALLING PROTECTED SOFTWARE PRODUCT USING UNPROTECTED INSTALLATION
10165175	2273411	GB	SYSTEMS AND METHODS FOR DETERMINING AUTHORIZATION TO OPERATE LICENSED SOFTWARE BASED ON A CLIENT DEVICE FINGERPRINT
10168528.7	2282474	GB	SYSTEM AND METHOD FOR SECURED MOBILE COMMUNICATION
10165171.9	2267966	GB	SYSTEM AND METHOD FOR SECURING AN ELECTRONIC COMMUNICATION
12/819,046		US	SYSTEMS AND METHODS FOR PROVIDING CONDITIONAL AUTHORIZATION TO OPERATE LICENSED SOFTWARE
12/818,906	8239852	US	REMOTE UPDATE OF COMPUTERS BASED ON PHYSICAL DEVICE RECOGNITION
14/867,976	9558636	US	AUTOMATIC TELLER MACHINE INVENTORY AND DISTRIBUTION SYSTEM
15/417,748		US	AUTOMATIC TELLER MACHINE INVENTORY AND DISTRIBUTION SYSTEM
14/825,120		US	VERIFICATION THAT AN AUTHENTICATED USER IS IN PHYSICAL POSSESSION OF A CLIENT DEVICE
12/468,288	8812701	US	DEVICE AND METHOD FOR SECURED COMMUNICATION
12/813,362	8452960	US	SYSTEM AND METHOD FOR CONTENT DELIVERY
12/813,378	8736462	US	SYSTEM AND METHOD FOR TRAFFIC INFORMATION DELIVERY
12/813,391	8903653	US	SYSTEM AND METHOD FOR LOCATING NETWORK NODES
12/813,420	9141489	US	FAILOVER PROCEDURE FOR SERVER SYSTEM
13/707,454		US	RENEWABLE RESOURCE DISTRIBUTION MANAGEMENT SYSTEM
12/792,184		US	SECURING EXECUTABLE CODE INTEGRITY USING AUTO-DERIVATIVE KEY
12/792,206		US	FEATURE-SPECIFIC KEYS FOR EXECUTABLE CODE
12/903,980	8769296	US	SOFTWARE SIGNATURE TRACKING

Exhibit A-32

Application Number	Patent Number	Country	Title
12/235,243	8160962	US	INSTALLING PROTECTED SOFTWARE PRODUCT USING UNPROTECTED INSTALLATION IMAGE
13/269,415	8671060	US	POST-PRODUCTION PREPARATION OF AN UNPROTECTED INSTALLATION IMAGE FOR DOWNLOADING AS A PROTECTED SOFTWARE PRODUCT
14/524,939		US	ELECTRONIC MAIL SENDER VERIFICATION
12/828,473	8213907	US	SYSTEM AND METHOD FOR SECURED MOBILE COMMUNICATION
13/586,111	8693473	US	REMOTE RECOGNITION OF AN ASSOCIATION BETWEEN REMOTE DEVICES
13/692,843		US	DATA REPOSITORY AUTHENTICATION
13/832,982	9286466	US	REGISTRATION AND AUTHENTICATION OF COMPUTING DEVICES USING A DIGITAL SKELETON KEY
13/914,584	9143496	US	DEVICE AUTHENTICATION USING DEVICE ENVIRONMENT INFORMATION
14/176,906		US	REMOTE RECOGNITION OF AN ASSOCIATION BETWEEN REMOTE DEVICES
14/794,121		US	SECURE TWO-STAGE TRANSACTIONS
15/048,466		US	REGISTRATION AND AUTHENTICATION OF COMPUTING DEVICES USING A DIGITAL SKELETON KEY
12/903,948	8316421	US	SYSTEM AND METHOD FOR DEVICE AUTHENTICATION WITH BUILT-IN TOLERANCE
11/531,235	7934250	US	METHOD AND APPARATUS FOR USING PERFORMANCE AND STRESS TESTING ON COMPUTING DEVICES FOR DEVICE AUTHENTICATION
11/531,257	7987362	US	METHOD AND APPARATUS FOR USING IMPERFECTIONS IN COMPUTING DEVICES FOR DEVICE AUTHENTICATION
13/235,281		US	PSYCHOGRAPHIC DEVICE FINGERPRINTING
13/621,809	9571492	US	HARDWARE IDENTIFICATION THROUGH COOKIES
13/911,574	8695068	US	DEVICE AUTHENTICATION USING DISPLAY DEVICE IRREGULARITY
14/196,083	9578502	US	DEVICE AUTHENTICATION USING INTER-PERSON MESSAGE METADATA
14/179,292	9444802	US	DEVICE AUTHENTICATION USING DISPLAY DEVICE IRREGULARITY
15/416,920		US	HARDWARE IDENTIFICATION THROUGH COOKIES
14/050,213		US	MIGRATION OF USAGE SESSIONS BETWEEN DEVICES

Exhibit A-33

Application Number	Patent Number	Country	Title
14/176,928		US	DEVICE-SPECIFIC RESTRICTIVE CONTENT DELIVERY
14/196,065		US	SHARED STATE AMONG MULTIPLE DEVICES
11/532,080	8284929	US	SYSTEM OF DEPENDENT KEYS ACROSS MULTIPLE PIECES OF RELATED SCRAMBLED INFORMATION
12/703,470	8838976	US	WEB CONTENT ACCESS USING A CLIENT DEVICE IDENTIFIER
12/903,959	9082128	US	SYSTEM AND METHOD FOR TRACKING AND SCORING USER ACTIVITIES
13/586,057	9338152	US	PERSONAL CONTROL OF PERSONAL INFORMATION
13/692,857	8881273	US	DEVICE REPUTATION MANAGEMENT
13/742,972		US	ANONYMOUS WHISTLE BLOWER SYSTEM WITH REPUTATION REPORTING OF ANONYMOUS WHISTLE BLOWER
13/743,162	8521874	US	COMPUTER-BASED COMPARISON OF HUMAN INDIVIDUALS
13/944,622		US	EMPLOYEE PERFORMANCE EVALUATION
13/944,618		US	INCLUDING USAGE DATA TO IMPROVE COMPUTER-BASED TESTING OF APTITUDE
13/916,945	8892642	US	COMPUTER-BASED COMPARISON OF HUMAN INDIVIDUALS
14/510,965	9311485	US	DEVICE REPUTATION MANAGEMENT
14/049,841	9571981	US	PEDESTRIAN TRAFFIC MONITORING AND ANALYSIS USING LOCATION AND AUTHENTICATION OF MOBILE COMPUTING DEVICES
14/188,063	9414199	US	PREDICTIVE DELIVERY OF INFORMATION BASED ON DEVICE HISTORY
15/415,726		US	PEDESTRIAN TRAFFIC MONITORING AND ANALYSIS
13/743,198	9449151	US	HEALTH ASSESSMENT BY REMOTE PHYSICAL EXAMINATION
15/268,845		US	HEALTH ASSESSMENT BY REMOTE PHYSICAL EXAMINATION
11/470,246	7804079	US	METHOD AND APPARATUS FOR USING IMPERFECTIONS AND IRREGULARITIES IN OPTICAL MEDIA FOR IDENTIFICATION PURPOSES
13/657,859		US	LOCAL AREA SOCIAL NETWORKING
14/983,281		US	MOBILE DEVICE MONITORING AND ANALYSIS
12/818,981		US	SYSTEM AND METHOD FOR MONITORING EFFICACY OF ONLINE ADVERTISING
12/272,570	8566960	US	SYSTEM AND METHOD FOR ADJUSTABLE LICENSING OF DIGITAL PRODUCTS
12/784,380	9633183	US	MODULAR SOFTWARE PROTECTION

Exhibit A-34

Application Number	Patent Number	Country	Title
12/784,262	8423473	US	SYSTEMS AND METHODS FOR GAME ACTIVATION
12/784,447		US	SYSTEM AND METHOD FOR MEDIA DISTRIBUTION
12/140,917	7908662	US	SYSTEM AND METHOD FOR AUDITING SOFTWARE USAGE
15/483,392		US	MODULAR SOFTWARE PROTECTION
12/792,249	8495359	US	SYSTEM AND METHOD FOR SECURING AN ELECTRONIC COMMUNICATION
13/707,886	8949954	US	CUSTOMER NOTIFICATION PROGRAM ALERTING CUSTOMER-SPECIFIED NETWORK ADDRESS OF UNAUTHORIZED ACCESS ATTEMPTS TO CUSTOMER ACCOUNT
13/734,175		US	METHOD AND SYSTEM FOR IMPLEMENTING ZONE-RESTRICTED BEHAVIOR OF A COMPUTING DEVICE
13/734,178	9564952	US	NEAR FIELD AUTHENTICATION THROUGH COMMUNICATION OF ENCLOSED CONTENT SOUND WAVES
14/074,153	8881280	US	DEVICE-SPECIFIC CONTENT DELIVERY
14/530,529	9294491	US	DEVICE-SPECIFIC CONTENT DELIVERY
15/424,298		US	NEAR FIELD AUTHENTICATION THROUGH COMMUNICATION OF ENCLOSED CONTENT SOUND WAVES
12/390,273	8374968	US	LICENSE AUDITING FOR DISTRIBUTED APPLICATIONS
12/819,012		US	SYSTEM AND METHOD FOR PIRACY REDUCTION IN SOFTWARE ACTIVATION
12/818,934	9129097	US	SYSTEMS AND METHODS FOR AUDITING SOFTWARE USAGE USING A COVERT KEY
13/239,260		US	LICENSE AUDITING OF SOFTWARE USAGE BY ASSOCIATING SOFTWARE ACTIVATIONS WITH DEVICE IDENTIFIERS
12/792,442		US	SYSTEM AND METHOD FOR PREVENTING MULTIPLE ONLINE PURCHASES
12/792,375	9075958	US	USE OF FINGERPRINT WITH AN ON-LINE OR NETWORKED AUCTION
13/961,774		US	SYSTEM AND METHOD FOR PREVENTING MULTIPLE ONLINE PURCHASES

Exhibit A-35

EXHIBIT P

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

UNILOC 2017 LLC,)

UNILOC USA, INC.,)

Plaintiffs,) Civil Case No. 2:18-cv-491

vs.) -492, -493, -494, -495, -496

GOOGLE LLC,) -497, -499, -500, -501, -502

Defendant.) -503, -504, -548, -550, -551

_____) -552, -553

CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF CRAIG ETCHEGOYEN

as a 30(b)(6) witness

Newport Beach, California

Friday, October 4, 2019

REPORTED BY:

Michelle Milan Fulmer

CSR No. 6942, RPR, CRR, CRC

JOB No. 3568152

PAGES 1 - 185

1 Q Do you know whether Uniloc Lux and
2 Uniloc USA were ever late on a payment to Fortress?

3 A I -- I don't think they were ever late on
4 anything.

5 Q If you look back at Article VI of the RSA, 02:51:54
6 which is 001286.

7 A 286. Sorry. They're sticking here. 286.
8 Okay. I am here.

9 What section? Sorry. 6.2?

10 Q Yeah. 6.2.2. 02:52:39

11 A It's, "From the closing date through"
12 That one?

13 Q Yeah.

14 A Got it.

15 Q It says, "From the closing date through 02:52:48
16 December 31st, 2016, the company shall have received
17 at least \$20,000,000 in actual monetization
18 revenues. As of March 31st, 2017, and the last day
19 of each fiscal quarter thereafter, the company
20 shall have received at least 20,000,000 in actual 02:53:08
21 monetization revenues during the first four fiscal
22 quarter period ending on such date."

23 Were --

24 A You said four fiscal four. "Each fiscal
25 quarter thereafter." 02:53:26

1 Q Okay. I apologize.

2 Did -- were these revenue numbers met?

3 A Oh, I have no idea. I would assume this

4 was all satisfied or approved, if not satisfied,

5 because there was never a -- there was never a 02:53:55

6 breach of the covenant or any default of any kind

7 with Fortress.

8 Q Okay. But sitting here today, you don't

9 know whether the revenue numbers in 6.2.2 of the RSA

10 were ever met? 02:54:11

11 A Sitting here today, I know there was never

12 a breach of any covenant. So my assumption --

13 again, not from memory. My assumption would be that

14 there was either an understanding or the covenant

15 was hit. 02:54:28

16 Q Yeah. My question is a little bit

17 different.

18 A Okay.

19 Q I'm not asking whether there may have been

20 something else that may have happened to excuse if 02:54:36

21 the numbers weren't met.

22 I'm just asking if you know, sitting here

23 today, whether the revenue numbers in 6.2.2 of the

24 RSA were, in fact, met.

25 A I don't know that. What I'm telling you is 02:54:53

1 by process of elimination.

2 Q Okay. Look at -- and if you look at
3 6.5.1.2.

4 A Yeah. I was just reading that. "Promptly
5 upon acquiring knowledge thereof, the existence of 02:55:23
6 any default or event of default." That one?

7 Q Right.

8 A Yeah.

9 Q And so I think I know the answer to this,
10 but is it the case that Uniloc had not given any 02:55:33
11 notice of any such brief --

12 A It's okay.

13 Q Let me start over again.

14 A It would have been Fortress giving the
15 notice. Not Uniloc. 02:55:49

16 Q I'm not sure that that's right, but the --
17 let me just -- now I can't find what I was just
18 pointing to. Okay. Here we go.

19 A 6.5.1.2, "Promptly upon acquiring knowledge
20 thereof, the existence of any default or event of 02:56:30
21 any default, specifying the nature thereof and what
22 action the company has taken, is taking or proposes
23 to take with respect thereto."

24 That's what you were pointing to.

25 Q Yeah. And are you aware of any such 02:56:45

1 notices ever being provided in connection with the
2 RSA?

3 A Oh, I don't -- I don't remember or know. I
4 know there was never -- there was never a default of
5 any kind. 02:56:59

6 Q Are you aware of any writing in which
7 Fortress waived any default by Uniloc of the RSA?

8 MR. LOVELESS: Objection. Form.

9 THE WITNESS: Again, I'm not aware of any
10 default or -- it's possible if there was some sort 02:57:30
11 of foot fault default in the agreement that Fortress
12 would have waived that. That would have -- that
13 wouldn't shock me.

14 As I sit here today, I'm not aware of any
15 sort of notice. There has been zillions of pages of 02:57:50
16 documents over the years.

17 BY MR. PERLSON:

18 Q Okay. But you're not aware of any written
19 waiver from Fortress of any default in the RSA?

20 MR. LOVELESS: Objection. Form. 02:58:06

21 BY MR. PERLSON:

22 Q I'm not suggesting that you're agreeing
23 that there was a default. I'm just asking whether
24 you're aware of any such waiver.

25 A Again, I don't think there was any default. 02:58:14

1 I don't know if there was a waiver, but, no pun
2 intended, by default, the note being completely
3 paid off would cure any default that would exist at
4 the time anyway. So that wouldn't matter. But, I
5 mean, that might be a question for someone other 02:58:36
6 than me.

7 Q Who do you think would be -- who would be
8 able to answer that?

9 A Oh, I don't know. Good luck. I don't know
10 who would be able to answer that. 02:58:48

11 Q All right. Do you know whether Uniloc
12 Australia had any subsidiaries besides Uniloc USA?

13 A I don't -- I don't think Uniloc --
14 definitely doesn't currently. I don't --

15 Q Yeah. That was a bad question. Let me put 02:59:39
16 timing on it.

17 A Okay.

18 Q At the time of the RSA in 2014, did Uniloc
19 Australia have any subsidiaries?

20 A I don't know. I mean, I don't know and 02:59:58
21 I -- I don't know and I don't think so, but, again,
22 a long time ago.

23 Q Did it have any subsidiaries from
24 Singapore?

25 A You're really, really testing the brain 03:00:14

CERTIFICATION OF COURT REPORTER

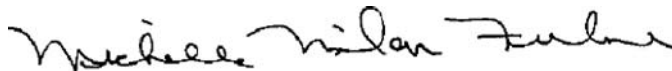
FEDERAL JURAT

I, the undersigned, a Certified Shorthand Reporter of the State of California do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof; that before completion of the deposition, a review of the transcript [] was [X] was not requested.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name: Date: October 7, 2019.



Michelle Milan Fulmer

CSR 6942, RPR, CRR, CRC

EXHIBIT Q

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNILOC USA, INC., and
UNILOC LUXEMBOURG, S.A.,

Plaintiffs,

v.

APPLE INC.,

Defendant.

) Case No.: 3:18-cv-00360-WHA
) Case No.: 3:18-cv-00363-WHA
) Case No.: 3:18-cv-00365-WHA
) Case No.: 3:18-cv-00572-WHA

) **PLAINTIFFS' OPPOSITION TO**
) **DEFENDANT'S MOTION TO DISMISS,**
) **AND REPLY IN SUPPORT OF RULE 25**
) **MOTION TO ADD UNILOC 2017 AS A**
) **PARTY**

) **Date: Thursday, December 20, 2018**
) **Time: 8:00 a.m.**
) **Courtroom: 12, 19th Floor**
) **Judge: Hon. William Alsup**

PLAINTIFFS' OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS FOR LACK OF
SUBJECT-MATTER JURISDICTION

CASE NOS. 3:18-CV-00360-WHA;
-00363-WHA; -00365-WHA; -00572-WHA

1 with the standing of a particular plaintiff, a dismissal should always be *without* prejudice if the
2 problem is capable of correction. *Mentor H/S*, 244 F.3d at 1373.

3 The legal and factual merits of Plaintiffs' position on standing are amply stated in this
4 Opposition. Plaintiffs reject Apple's allegations of "conceal[ment]," "false represent[at]ions" or
5 "false allegations," a "licensing scheme," "discovery misconduct," "plan[ning] to induce the
6 Court," and similar invective. Mot. at 22-24. Plaintiffs will address this form of advocacy at the
7 hearing of this motion.

8 Apple's jurisdictional argument is based on a factual premise – ~~that Uniloc Luxembourg had~~
9 ~~defaulted and Fortress had a right to sublicense~~ – that no one would have agreed with at the time, or
10 since. *See* Palmer Decl. ~~Nor is there evidence that such thought had even crossed the mind of~~
11 ~~anyone at Fortress or Uniloc Luxembourg.~~ Equally important is that under the law (discussed
12 thoroughly above) ~~a right to sublicense~~ would not have affected Uniloc Luxembourg's standing; nor
13 is there any evidence anyone at Uniloc Luxembourg would have harbored that belief. Until Apple
14 filed its motion on October 25, no one at Plaintiffs (or representing Plaintiffs) would have seen any
15 plausible argument that Uniloc Luxembourg lacked standing at the time it filed these actions.

16 Thus, Apple's histrionic reference to Plaintiffs' having a "licensing scheme" that divested
17 the court of jurisdiction is wrong, for the various reasons elaborated above.

18 The transfer of ownership of the patents from Uniloc Luxembourg to Uniloc 2017 could not
19 have affected the Court's jurisdiction, for the reasons described above. Nor was it concealed: the
20 transfer was publicly recorded in the Patent Office shortly after it occurred. Further, the transfer
21 was reported to Apple, and defendants in all of the other Uniloc Luxembourg patent litigations. But
22 no motion was filed in these (or other) actions immediately, because Rule 25(c) provides: "If an
23 interest is transferred, the action may be continued by or against the original party unless the court,
24 on motion, orders the transferee to be substituted in the action or join with the original party." It
25
26
27
28

1 seems that where the action is continued by the original party, the result is binding on the transferee.
2 In any event, although perhaps not necessary to do so, Plaintiffs decided to file a motion to add
3 Uniloc 2017, which they did.

4 Apple alleges Plaintiffs “misrepresented” the rights and interests in the patents, when they
5 moved for leave to file a red-lined Second Amended Complaint on May 16 in the -359 action,
6 without changing the named plaintiffs. Mot. at 24. In truth, the attorney that drafted that Second
7 Amended Complaint had simply been unaware of the May 5 transactions. After litigation counsel
8 became aware of the transactions, newly filed cases identified Uniloc 2017 as a plaintiff.
9

10
11 Date: November 12, 2018

Respectfully submitted,

12 /s/ Aaron S. Jacobs

James J. Foster

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EXHIBIT R

Declaration of James Palmer

November 9, 2018

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) Case No.: 3:18-cv-00360-WHA
) Case No.: 3:18-cv-00363-WHA
) Case No.: 3:18-cv-00365-WHA
) Case No.: 3:18-cv-00572-WHA

DECLARATION OF JAMES PALMER

) DATE: Thursday, December 20, 2018
) TIME: 8:00 a.m.
) COURTROOM: 12, 19th Floor
) JUDGE: Hon. William Alsup
)

1. I am a Managing Director in the Intellectual Property Finance Group (“IP Group”) of the credit business at Fortress Investment Group, an affiliate of Fortress Credit Co. LLC (“Fortress”). I submit this declaration under penalty of perjury in support of Uniloc’s Opposition to Apple’s Motion to Dismiss.

2. I understand Apple has alleged Fortress had the right, during May 26-August 2, 2017, to sublicense (to Apple or others) the patents involved in these actions. As explained below, that was not the case.

1 The 2014 Fortress-Uniloc transaction

2 3. The IP Group facilitates investments, such as loans, that are secured by the
3 borrowers' patents. On December 30, 2014, Fortress, on behalf of various affiliates provided a
4 loan to, among others, Uniloc USA, Inc. and Uniloc Luxembourg S. A. (collectively, the
5 borrowers, "Uniloc"). The documentation for the loan included, among other documents, a
6 Revenue Sharing and Note and Warrant Purchase Agreement ("the Agreement"), Dkt. No. 135-2,
7 as well as a Patent License Agreement ("the License"), Dkt. No. 135-3.

8 4. As is standard for this type of loan, the documentation gave Fortress various rights
9 intended to secure the loan, to be enforced only if Uniloc defaulted and such default led to an
10 Event of Default under the Agreement. This included the License, which gave rights to Fortress to
11 sublicense the patents in the portfolio, but only "following an Event of Default," as defined by the
12 Agreement. The Agreement, in turn, specified, under "Annulment of Defaults" (§ 7.3), that an
13 Event of Default would end after Fortress (on behalf of the Majority Purchasers) either was
14 reasonably satisfied Uniloc had effected a cure, or had waived the Event of Default.

15 5. The sole purpose of providing for contingent sublicensing authority is to secure the
16 Fortress loan in case of an Event of Default, not to allow Fortress to license patents in competition
17 with the patent owner. Although the remedies language of this Agreement is typically broad, to
18 give Fortress flexibility in protecting its investment in a default scenario, Fortress does not believe
19 it can in good faith declare an "event of default" has occurred under the Agreement and then
20 pursue foreclosure or other remedies unless such action is warranted under the terms of the
21 Agreement.

22 6. The purpose of the loan was to finance Uniloc's litigation of the 71 United States
23 patents then in Uniloc's portfolio (which did not include the patents involved in these actions). See
24 Ex. A. As is standard for this type of loan, the Agreement imposed certain covenants on Uniloc
25 and required Uniloc to make certain representations and warranties. As Fortress had not previously
26 done business with Uniloc, the Agreement included a covenant as to expected Actual Monetization
27 Revenues (§ 6.2.2). The Agreement also included a standard representation that, as of the
28 December 30, 2014 Closing, none of the 71 United States patents listed in an Appendix to the

1 Agreement had been adjudged invalid, in whole or in part, or were at that time subject to any
2 challenge to their validity (§ 4.5).

3 Apple's allegations

4 7. I understand Apple alleges an "Event of Default," as that term was defined in § 7.1
5 of the Agreement, existed as of May 26, 2017. I disagree, for the reasons stated below.

6 Actual Monetization Revenues

7 8. Paragraph 6.2 of the Agreement required Uniloc to diligently pursue monetization
8 of the patents in the 2014 portfolio, to provide regular updates to Fortress, and to consult with
9 Fortress as to Uniloc's activities if requested to do so – which Uniloc did faithfully. At all times
10 prior to August 2, 2017, Fortress was satisfied with Uniloc's efforts in that regard.

11 9. As a result of its satisfaction with Uniloc's performance, Fortress invested
12 additional funds in the monetization effort by increasing the amount of the loan in May 2016, and
13 entered into discussions for another substantial investment in May 2017. The parties revised the
14 Agreement with each investment, each revision reconfiguring the relationship.

15 10. Apple points to the monetization revenue for the four quarters ending March 31,
16 2017, as falling short of the figure in the December 2014 Agreement, labeling that difference an
17 "Event of Default." But Uniloc had not defaulted on the loan. To the contrary, the situation had
18 changed markedly, and positively, since December 2014, rendering the earlier minimums no
19 longer of significance to Fortress, to the point Fortress made a substantial additional investment,
20 finalized by the Third Amendment to the Agreement, as of May 15, 2017 (the "May 15, 2017
21 Agreement"). Dkt. No. 135-4.

22 11. Although Fortress did not regard Uniloc as in default, I understand Apple argues
23 § 7.1.2 of the Agreement defines an Event of Default as *any* failure "to perform or observe any of
24 the covenants or agreements contained in Article VI [which] failure continues for 30 days after...
25 knowledge of [Uniloc] of such failure," however unimportant it would have seemed at the time.
26 But at that time there had been no increase in financial risk and therefore this was not what
27 Fortress would have regarded as a "default," and Fortress did not consider it or treat it as a default.
28

1 12. In the weeks following March 31, 2017, Uniloc and Fortress finalized the May 15,
2 2017 Agreement, with Fortress completely aware of the Actual Monetization Revenues numbers.
3 To the extent Apple argues the shortfall created an “Event of Default” before May 15, 2017, even
4 though Fortress did not view it that way, there is no dispute Fortress’s signature to the May 15
5 Agreement establishes Uniloc had cured that ostensible “Event of Default” to Fortress’s
6 satisfaction. And, to the extent there had been minimum monetization revenue requirements for the
7 period prior to May 15, 2017, Fortress viewed the May 15, 2017 Agreement as wiping the slate
8 clean.

9 13. To summarize, at no time, either before or after May 15, 2017, did Fortress consider
10 Uniloc as being in default, or believe Fortress had a right to license Uniloc’s patents subject to the
11 May 15, 2017 Agreement.

12 Validity challenges

13 14. I understand Apple also alleges, Dkt. No. 135 at 5, Uniloc made a “false”
14 representation on December 30, 2014, namely, none of the patents listed in the Appendix to the
15 Agreement had been adjudged invalid, in whole or in part, or had been subject to any challenge to
16 its validity.

17 15. The allegation appears overblown. The list attached to the 2014 Agreement
18 included 71 United States patents. As I understand Apple’s accusation: i) the Patent Office, in an
19 Inter Partes Review of one of those 71 patents had found some claims of that patent unpatentable,
20 but others patentable; and ii) the validity of another two (of the 71) patents had been challenged in
21 a motion filed in Texas district court. Both these events had occurred shortly before the
22 Agreement. But this oversight, by whoever reviewed the draft for the closing, appears to Fortress
23 as being of no apparent materiality.

24 16. As described above, the purpose of the loan was to fund patent litigation, in which it
25 was expected that the validity of virtually all asserted patents would be contested. That two or
26 three of the 71 patents had already been challenged would not have been considered material.

27 17. As for Apple’s charge Uniloc had made “false” representations, Fortress has seen
28 no evidence that the oversights were intentional, or even discovered before Apple filed its Motion.

1 If Fortress had learned of these oversights during the life of the Agreement, Fortress could not, in
2 good faith, and would not, have claimed an Event of Default had occurred.

3 18. I understand Apple claims the mistaken representation -- that no patent had yet been
4 challenged as to its validity -- was "later re-affirmed" by the signing of the May 15, 2017
5 Amendment. Apple appears to suggest Uniloc had effectively represented that by May 15, 2017,
6 there had been no validity challenges.

7 19. That is certainly not what the May 15, 2017 Agreement means, at least to me. To
8 review, the December 30, 2014 (and subsequent) loans were to support Uniloc's assertion of
9 patents against infringers, primarily through litigation. Fortress well understood defendants in such
10 litigation almost universally assert invalidity. As of May 15, 2017, Fortress was aware that Uniloc
11 had filed a number of actions on the listed patents, and understood in all, or virtually all, of them
12 invalidity had been, or would shortly be, asserted.

13 20. Fortress thus did not regard the statement in the May 15, 2017 amendment
14 describing the "representation or warranties" of the 2014 Agreement as "being true and correct in
15 all material respects" as of May 15, 2017 as meaning no allegations of invalidity had been raised
16 since 2014.

17
18
19
20 Executed: November 9, 2018

21 
22 James Palmer

Declaration of James Palmer
March 13, 2019

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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

UNILOC USA, INC.,)	Case No.: 3:18-cv-00360-WHA
UNILOC LUXEMBOURG, S.A. and)	Case No.: 3:18-cv-00363-WHA
UNILOC 2017 LLC,)	Case No.: 3:18-cv-00365-WHA
)	Case No.: 3:18-cv-00572-WHA
Plaintiffs,)	
)	
v.)	SUPPLEMENTAL DECLARATION OF
)	JAMES PALMER
APPLE INC.,)	
)	
Defendant.)	

1. I had previously submitted a Declaration of November 9, 2018, Dkt. No. 142-1, in support of Uniloc’s Opposition to Apple’s Motion to Dismiss. I am submitting this Supplemental Declaration under penalty of perjury.

2. The November 9 Declaration (§ 10-13) averred Fortress did not consider Uniloc as having been in default. I stated there that if, contrary to Fortress’s view, an “Event of Default” had occurred, Uniloc had “cured that ‘ostensible ‘Event of Default’ to Fortress’s satisfaction.” But I understand Apple is now arguing my November 9 declaration was “conspicuously silent” as to the period after May 1, 2017. Dkt. No. 173, p. 8.

1 3. For the same reasons as I described in my November 9 declaration, at all times
2 between May 1, 2017 and August 2, 2017, Fortress was satisfied with Uniloc's monetization
3 revenues, and did not regard Uniloc as being in default. To the extent Apple argues, contrary to
4 Fortress's view, a shortfall in monetization revenues numbers created an "Event of Default" after
5 May 1, 2017, Uniloc had cured that ostensible "Event of Default" to Fortress's satisfaction.

6
7 Dated: March 13, 2019

/s/ James Palmer
James Palmer

EXHIBIT S

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”), dated as of May 3, 2018, is entered into by and between Uniloc 2017 LLC, a Delaware limited liability company (“**Uniloc 2017**”) and Uniloc Licensing USA LLC, a Delaware limited liability company (“**Uniloc Licensing USA**”).

WHEREAS, Uniloc Licensing USA is engaged in the business of monetizing Patents (as hereinafter defined) through licensing and enforcement actions;

WHEREAS, Uniloc 2017 desires to monetize its Patents and, in connection therewith, wishes to procure the Services (as hereinafter defined) from Uniloc Licensing USA;

WHEREAS, Uniloc Licensing USA desires to provide to Uniloc 2017, and Uniloc 2017 desires to accept from Uniloc Licensing USA, the Services, upon the terms and subject to the conditions set forth herein; and

WHEREAS, Uniloc 2017 and Uniloc Licensing USA intend the terms of this Agreement to be consistent with those between uncontrolled parties in similar circumstances, and as defined in the Organization for Economic Co-operation and Development’s Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations and the U.S. Internal Revenue Code Section 482.

NOW THEREFORE, in consideration of the mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. DEFINITIONS. For purposes of this Agreement, the following definitions will apply:

1.1 The term “**Centurion Platform**” means Uniloc 2017’s software platform (in object code and source code form) for searching patent databases and filtering search results according to semantic criteria.

1.2 The term “**Effective Date**” means the date hereof.

1.3 The term “**Licensed Patents**” means all of the Patents owned or controlled by Uniloc 2017 as of the date hereof.

1.4 The term “**Patents**” means patents, utility models and any similar or equivalent statutory rights with respect to the protection of inventions, and all applications for any of the foregoing.

1.5 The term “**Privileged Information**” means any information that has been communicated in any manner for the purpose of giving or receiving legal advice from an attorney or patent agent.

1.6 The term “**Services**” means (i) licensing and enforcement services and (ii) services pertaining to the planning and management of litigation, in each case, with respect to the Licensed Patents, as set forth in further detail in Section 3, and such other services reasonably requested by Uniloc 2017 and agreed to by Uniloc Licensing USA in writing from time to time.

1.7 The term “**Taxes**” means any and all present and future levies, imposts, duties, deductions, charges, or withholdings and all liabilities with respect thereto imposed on either party by applicable tax authorities.

1.8 The term “**Territory**” means all locations other than the countries comprising the European Union.

Section 2. GRANT OF LICENSE; SERVICES.

2.1 Effective as of the Effective Date, Uniloc 2017, without any further action by any party hereto, hereby grants to Uniloc Licensing USA during the term of this Agreement a non-assignable exclusive license within the Territory under the Licensed Patents solely to enforce through litigation, as set forth in further detail in Section 3, such Licensed Patents solely in the Territory.

2.2 Effective as of the Effective Date, Uniloc Licensing USA shall, without any further action by any party hereto, provide the Services to Uniloc 2017, and in exchange therefor, Uniloc 2017 hereby grants to Uniloc Licensing USA during the term of this Agreement a non-assignable royalty-free, limited license under the Licensed Patents solely for use in providing the Services.

2.3 Uniloc 2017 hereby grants to Uniloc Licensing USA during the term of this Agreement a non-exclusive license to use, copy and prepare derivative works based on the Centurion Platform solely in connection with providing the Services. No right is granted by Uniloc 2017 to Uniloc Licensing USA hereunder to distribute or otherwise make available the Centurion Platform to any third party. All improvements, enhancements and other modifications made by Uniloc Licensing USA to the Centurion Platform, including all derivative works based thereon, will be owned exclusively by Uniloc 2017, and Uniloc Licensing USA hereby assigns to the Uniloc 2017 all of its right, title and interest in such modifications and derivative works and all copyrights and other intellectual property rights therein or thereto. Uniloc Licensing USA agrees to provide to Uniloc 2017 no less frequently than on a quarterly basis during the term of this Agreement complete copies of the source code of all such modifications and derivative works made by Uniloc Licensing USA. Uniloc Licensing USA agrees and acknowledges that the Centurion Platform is licensed to it by Uniloc 2017 hereunder on an “as is” basis without any implied or express warranty of any kind (including any implied warranty of non-infringement) or any obligation to provide maintenance and support and that Uniloc Licensing USA is solely responsible, at its cost, to support and maintain the Centurion Platform licensed hereunder.

2.4 Uniloc Licensing USA shall not have any right to, and Uniloc Licensing USA shall not, grant any sublicenses under any of the licenses granted to it in Section 2.1, Section 2.2 or Section 2.3 to any third parties without the prior written consent of Uniloc 2017.

2.5 Unless otherwise specifically expressed in this Agreement, no license to, or right of Uniloc 2017 under, any patents, copyrights or other intellectual property of Uniloc 2017 is either granted or implied to Uniloc Licensing USA and all rights not expressly granted in this Agreement are expressly reserved by Uniloc 2017.

Section 3. ENFORCEMENT; NULLITY PROCEEDINGS.

3.1 Effective as of the Effective Date, Uniloc 2017 shall, without any further action by any party hereto, grant to Uniloc Licensing USA, and Uniloc Licensing USA shall accept from Uniloc 2017, the exclusive right to: (a) bring suit in the name of Uniloc Licensing USA, or, if required by applicable law, jointly with Uniloc 2017, for infringement of the Licensed Patents, and manage and oversee any such suit, including by defending any counterclaims brought by any party as part of any such suit; (b) defend any nullity proceeding or similar legal proceeding in the name of Uniloc Licensing USA, or, if required by applicable law, jointly with Uniloc 2017, with respect to any of the Licensed Patents, and manage and oversee any such proceeding, including by defending any counterclaims brought by any party as part of any such proceeding; (c) recover damages, profits and awards of whatever nature for past and present infringement of the Licensed Patents; and (d) settle (with the prior written consent of Uniloc 2017) any claim or suit for infringement of, or any nullity proceeding or similar proceeding with respect to, the Licensed Patents.

3.2 To the extent Uniloc Licensing USA receives any damages, profits, awards or other proceeds in respect of the Licensed Patents by way of award, settlement or otherwise, Uniloc Licensing USA shall promptly pay to Uniloc 2017, 100% of such proceeds. In addition, Uniloc Licensing USA will invoice to Uniloc 2017 100% of all direct costs related thereto, plus the service fee described below.

Section 4. FEES AND PAYMENTS.

4.1 Uniloc 2017 shall reimburse Uniloc Licensing USA for all reasonable and documented out-of-pocket expenses incurred by Uniloc Licensing USA and its officers, directors, employees, agents and representatives in rendering the Services. Such reimbursement shall also include a reasonable and proportionate allocable share of overhead expenses incurred in providing the Services. The costs incurred by Uniloc Licensing USA in providing the Services under this Agreement shall be calculated using a generally accepted cost accounting system and will be based on actual direct and indirect costs incurred by Uniloc Licensing USA.

4.2 Uniloc Licensing USA shall charge an arm's-length service fee agreed upon in writing by both parties hereto, adhering to transfer pricing regulations in the respective tax jurisdictions. All such fees shall be in United States dollars and shall be paid in the United States of America by wire transfer to a bank to be designated by Uniloc Licensing USA.

4.3 On a quarterly basis, Uniloc Licensing USA will furnish to Uniloc 2017 a written report in the English language that has been approved by the board of directors of Uniloc Licensing USA and that describes in reasonable detail the Services provided by Uniloc Licensing USA during the preceding fiscal quarter. Such report will be provided within sixty (60) days after the end of the prior fiscal quarter and will separately describe the different types and amounts of

the Services rendered. Within thirty (30) days of receipt of such report, Uniloc 2017 shall pay all fees for the Services and provide all reimbursements for reasonable and documented out-of-pocket expenses incurred in connection with the Services described in such report in a manner consistent with the terms of this Agreement; provided, that Uniloc 2017 may, in its sole and reasonable discretion and by written notice to Uniloc Licensing USA, object to and not reimburse any expenses provided in such report, whereupon the parties shall in good faith negotiate the proper amount of reimbursement (if any) to be provided by Uniloc 2017 to Uniloc Licensing USA with respect to such expense.

4.4 If Uniloc 2017 fails to timely make any payment required under this Agreement, interest at an annual rate equal to five percent (5%) of the unpaid amount shall accrue from the date the payment became due until the date it is paid in full. The interest rate will be adjusted from time to time as may be required to accommodate relevant transfer pricing requirements.

4.5 In no event shall Uniloc Licensing USA be liable to Uniloc 2017 for any financial loss incurred in connection with the provision of the Services under this Agreement.

Section 5. TERM OF AGREEMENT; TERMINATION.

5.1 The term of this Agreement will commence on the date hereof and will continue thereafter in force for successive annual periods from the first day of the next calendar year until terminated.

5.2 This Agreement may be terminated (a) by either party upon thirty (30) days' written notice to the other party, (b) by mutual agreement in writing by both parties hereto or (c) upon breach of any provision of this Agreement by any party and delivery of written notice in respect of such breach to the breaching party by the non-breaching party.

5.3 Upon the termination of this Agreement in accordance with Section 5.2, Uniloc Licensing USA shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions as may be reasonably requested by Uniloc 2017, to facilitate an orderly transition of the Services (including any actions necessary to change the parties to any litigation matter in which any of the parties hereto is a party). Uniloc 2017 shall reimburse all documented out-of-pocket expenses reasonably incurred by Uniloc Licensing USA in connection with the actions described in the immediately preceding sentence. The covenants set forth in this Section 5.3 shall survive any termination of this Agreement.

Section 6. TAXES.

6.1 If the paying party is required by applicable law to deduct any Taxes from or in respect of any sum payable under or in respect of this Agreement to the other party, the paying party shall (x) make such deductions and (y) pay the full amount deducted to the relevant taxing authorities in accordance with the requirements of applicable law. To the extent any such amounts are so deducted, such amounts shall be treated for all purposes under this Agreement as having been paid to the party to whom such amounts would otherwise have been paid.

6.2 In addition, the paying party agrees to pay any present or future stamp, recording, documentary, excise, property, VAT, sales and use, or similar tax, charge or levy that arise from any payments made under or in respect of this Agreement; provided, however, that any such amounts shall be limited to the net amount of any such tax, charge or levy payable by the recipient after taking into account any deductions or credits to which the recipient is entitled under applicable law.

Section 7. CONFIDENTIALITY; PRIVILEGED INFORMATION.

7.1 Each of the parties shall keep confidential, disclose only to its affiliates, officers, directors, principals, employees, agents, auditors, advisors and other representatives and use only in connection with the transactions contemplated by this Agreement all information and data obtained by them from or on behalf of the other party relating to such other party, the Licensed Patents, the Centurion Platform, the terms of this Agreement or the transactions contemplated hereby (other than information or data that is or becomes available to the public other than as a result of a breach of this Section 7), unless disclosure of such information or data is required by applicable law. Notwithstanding the foregoing, Uniloc 2017 may, upon the agreement of Uniloc Licensing USA, disclose any information subject to the confidentiality provisions of the immediately preceding sentence to any third party as may be necessary or helpful to further the goals of this Agreement.

7.2 Without limiting any of the obligations set forth in Section 7.1, the parties agree that any Privileged Information exchanged between the parties, their respective employees, counsel, indemnitors, advisors, consultants, agents and representatives (collectively, “**Representatives**”), as may be necessary or helpful to further the goals of this Agreement, is subject to this Agreement. In the absence of any written agreement between the parties to the contrary, Privileged Information exchanged under this Agreement shall only be shown, or the contents disclosed, to the parties’ respective Representative on a need-to-know basis for purposes of furthering the one or more of the parties’ cooperation with respect to the transactions contemplated by this Agreement and to ensure the confidentiality of the exchanged Privileged Information.

7.3 The parties fully intend by this Agreement to ensure that any exchange and/or disclosure of Privileged Information under this Agreement (a) does not in any way diminish or compromise the confidentiality of the same and (b) does not constitute to any extent a waiver of any privilege or immunity that otherwise would encompass such Privileged Information, in whole or in part, in the absence of exchange under this Agreement.

7.4 The parties hereby agree to keep confidential as among themselves and not to disclose to any third party (with the exception of the party’s respective Representatives on a need-to-know basis) any Privileged Information that either party could claim is subject to the protections of attorney-client, joint defense, or common interest privileges (including as set forth in Section 8) or the attorney work-product doctrine. The parties further agree to take all steps necessary to preserve any applicable privilege or doctrine in connection with any such Privileged Information.

7.5 All Privileged Information exchanged under this Agreement shall be returned to the providing party or destroyed at the request of the providing Party upon the expiration or termination of this Agreement.

7.6 Privileged Information exchanged between the parties is to be provided solely for the use of the parties in connection with the transactions contemplated by this Agreement.

Section 8. COMMON INTEREST. Without assuming, increasing or incurring additional obligations or liabilities on behalf of any party hereto or limiting any provision of Section 7, the parties acknowledge and agree that (a) the parties have a common, joint, and mutual legal interest to maintain the privileged status of the information exchanged between the parties in connection with the license provisions of Section 2 and the enforcement provisions of Section 3, (b) the parties and their counsel may exchange privileged and work product information, orally and in writing, including, without limitation, analyses, mental impressions, legal memoranda, draft legal documents, claims charts and other related work products (collectively, “**Common Interest Materials**”), (c) the exchange of Common Interest Materials may best enable the parties to pursue their separate but common interests with respect to the Licensed Patents, the Services, the license provisions of Section 2 and the enforcement provisions of Section 3 and (d) any Common Interest Materials exchanged shall continue to be protected under all applicable privileges and no such exchange shall constitute a waiver of any applicable privilege or protection.

Section 9. MISCELLANEOUS.

9.1 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

9.2 Waiver. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e mail or otherwise or (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier.

9.4 Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for convenience of reference purposes only and shall not affect in

any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term “or” is not exclusive. The word “will” shall be construed to have the same meaning and effect as the word “shall.” References to days mean calendar days unless otherwise specified.

9.5 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof. Notwithstanding any oral agreement or course of conduct of the parties to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

9.6 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

9.7 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

9.8 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void; provided, however, that Uniloc 2017 may assign this Agreement to any affiliate without the prior consent of Uniloc Licensing USA; provided, further, that no assignment shall limit the assignor’s obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

9.9 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

9.10 Counterparts; Facsimile or .pdf Signature. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

9.11 No Presumption Against Drafting Party. Each party acknowledges that each party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

9.12 Independent Contractor. It is understood and agreed that Uniloc Licensing USA shall for all purposes hereof be deemed to be an independent contractor and shall not, unless otherwise expressly authorized by Uniloc 2017, have any authority to act for or represent Uniloc 2017 in any way, execute any transaction on behalf of Uniloc 2017 or otherwise be deemed an agent or employee of Uniloc 2017, except to the extent that any member or professional employee of Uniloc Licensing USA may be serving as a director or an officer of Uniloc 2017.

9.13 Indemnification. Uniloc Licensing USA shall indemnify, defend and hold harmless Uniloc 2017 and its affiliates and its and their respective directors, officers, employees and agents (the “**Indemnitees**”), from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including reasonable attorneys’ fees) that the Indemnitees may suffer or incur arising out of or in connection with Uniloc Licensing USA’s gross negligence, willful misconduct, bad faith or fraud.

Remainder of page left intentionally blank; signature pages follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

UNILOC 2017:

UNILOC 2017 LLC

By: _____

Name:

Title: **CONSTANTINE M. DAKOLIAS**
PRESIDENT

[Signature Page to License Agreement]

UNILOC LICENSING USA:

UNILOC LICENSING USA LLC

By: 

Name: Craig Etchehoyen

Title: CEO

[Signature Page to License Agreement]

EXHIBIT T

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 to License Agreement, dated as of August 28, 2018 (this “Amendment”) and effective as of May 3, 2018 (the “Effective Date”), amends that certain License Agreement, dated as of May 3, 2018 (the “Agreement”), by and between Uniloc 2017 LLC, a Delaware limited liability company (“Uniloc 2017”) and Uniloc Licensing USA LLC, a Delaware limited liability company (“Uniloc Licensing USA”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the parties hereto desire to clarify their original intentions under the Agreement with respect to the (x) scope of the license granted to Uniloc Licensing USA with respect to the right to enforce through litigation the Licensed Patents in the Territory and (y) circumstances under which Uniloc Licensing USA may retain outside counsel, consultants, experts, advisors and other service providers in connection with the license granted to Uniloc Licensing USA under the Agreement;

WHEREAS, pursuant to Section 9.1 of the Agreement, the Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment thereto, signed on behalf of each party thereto; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the provisions and terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments.

(a) Effective as of the Effective Date, Section 2.1 of the Agreement is deleted and amended and restated in its entirety to provide the following: “Effective as of the Effective Date, Uniloc 2017, without any further action by any party hereto, hereby grants to Uniloc Licensing USA during the term of this Agreement a non-assignable exclusive license within the Territory under the Licensed Patents solely to enforce through litigation, as set forth in further detail in Section 3, such Licensed Patents solely in the Territory, except for those litigation matters set forth on Schedule A appended hereto (the “Uniloc USA Litigation Matters”), as the right to enforce through litigation such Uniloc USA Litigation Matters has been assigned solely to Uniloc USA, Inc. pursuant to that certain License Agreement, dated as of the date hereof, by and between Uniloc 2017 and Uniloc USA, Inc., as amended. In connection with, and in furtherance of, the license granted by Uniloc 2017 to Uniloc Licensing USA pursuant to the immediately preceding sentence, Uniloc 2017 acknowledges and agrees that Uniloc Licensing USA may, without the prior written consent of Uniloc 2017, retain such outside counsel, consultants, experts, advisors and other service providers as are deemed reasonably necessary by Uniloc Licensing USA on customary arm’s-length terms and conditions.”

(b) Effective as of the Effective Date, the Agreement is amended to include Schedule A in the form of such Schedule appended to this Amendment.

(c) Effective as of the Effective Date, Section 3.1 of the Agreement is amended such that the following phrase is inserted between the words “exclusive right” and “to”: “(except with respect to the Uniloc USA Litigation Matters)”.

2. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement not expressly amended or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The provisions and agreements set forth herein shall not establish a custom or course of dealing or conduct between the parties hereto. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby.

3. Reference to the Agreement. After giving effect to this Amendment, unless the context otherwise requires, each reference in the Agreement to “this Agreement”, “hereof”, “hereunder”, “herein” or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment; provided, that references in the Agreement to “as of the date hereof” or “as of the date of this Agreement” or words of like import shall continue to refer to May 3, 2018.

4. Miscellaneous. This Amendment may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party hereto. This Amendment and all disputes or controversies arising out of or related to this Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to its conflicts of law principles. The provisions of Article 9 (other than Section 9.1 and Section 9.7) of the Agreement shall apply to this Amendment *mutatis mutandis* as if set forth herein.

Remainder of page left intentionally blank; signature pages follow.

Schedule A-2

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

UNILOC 2017:

UNILOC 2017 LLC,
a Delaware limited liability company

By: _____
Name: **CONSTANTINE M. DAKOLIAS**
Title: **PRESIDENT**

UNILOC LICENSING USA:

UNILOC LICENSING USA LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to License Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

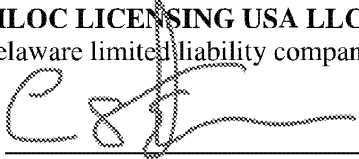
UNILOC 2017:

UNILOC 2017 LLC,
a Delaware limited liability company

By: _____
Name:
Title:

UNILOC LICENSING USA:

UNILOC LICENSING USA LLC,
a Delaware limited liability company

By:  _____
Name:
Title:

[Signature Page to Amendment No. 1 to License Agreement]

Schedule A

Uniloc USA Litigation Matters

Name	Number	District	Filed
Uniloc USA, Inc. et al v. AVG Technologies USA, Inc.	6-13-cv-00626	TXED	6-Sep-13
Uniloc USA, Inc. et al v. Kaspersky Lab, Inc.	6-13-cv-00795	TXED	18-Oct-13
Uniloc USA, Inc. v. E-MDS, Inc.	6-14-cv-00625	TXED	18-Jul-14
Uniloc USA, Inc. et al v. Avaya Inc.	6-15-cv-01168	TXED	28-Dec-15
Uniloc USA, Inc. et al v. Facebook, Inc.	6-16-cv-00223	TXED	18-Mar-16
Uniloc USA, Inc. et al v. WhatsApp Inc.	6-16-cv-00225	TXED	18-Mar-16
Uniloc USA, Inc. et al v. AVG Technologies USA, Inc. et al	2-16-cv-00393	TXED	12-Apr-16
Uniloc USA, Inc. et al v. Picis, Inc.	6-16-cv-00465	TXED	27-May-16
Uniloc USA, Inc. et al v. QuadraMed Corporation	6-16-cv-00466	TXED	27-May-16
Uniloc USA, Inc. et al v. N Harris Computer Corporation	6-16-cv-00467	TXED	27-May-16
Uniloc USA, Inc. et al v. OptumInsight, Inc. et al	6-16-cv-00468	TXED	27-May-16
Uniloc USA, Inc. et al v. Netsmart Technologies, Inc.	6-16-cv-00470	TXED	27-May-16
Uniloc USA, Inc. et al v. Medical Information Technology, Inc. d/b/a Meditech	6-16-cv-00463	TXED	27-May-16
Uniloc USA, Inc. et al v. Google LLC	2-16-cv-00566	TXED	28-May-16
Uniloc USA, Inc. et al v. Apple Inc.	2-16-cv-00638	TXED	14-Jun-16
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc.	2-16-cv-00642	TXED	14-Jun-16
Uniloc USA, Inc. et al v. WhatsApp, Inc.	2-16-cv-00645	TXED	14-Jun-16
Uniloc USA, Inc. et al v. Snap Inc.	2-16-cv-00696	TXED	30-Jun-16
Uniloc USA, Inc. et al v. Facebook, Inc.	2-16-cv-00728	TXED	5-Jul-16

Name	Number	District	Filed
Uniloc USA, Inc. et al v. Green Tomato Limited	2-16-cv-00731	TXED	5-Jul-16
Uniloc USA, Inc. et al v. Sony Interactive Entertainment LLC	2-16-cv-00732	TXED	5-Jul-16
Uniloc USA, Inc. et al v. Avaya Inc.	2-16-cv-00777	TXED	15-Jul-16
Uniloc USA, Inc. et al v. Telegram Messenger, LLP	2-16-cv-00892	TXED	11-Aug-16
Uniloc USA, Inc. et al v. HTC America, Inc.	2-16-cv-00989	TXED	6-Sep-16
Uniloc USA, Inc. et al v. LG Electronics USA, Inc.	2-16-cv-00991	TXED	6-Sep-16
Uniloc USA, Inc. et al v. Motorola Mobility LLC	2-16-cv-00992	TXED	6-Sep-16
Uniloc USA, Inc. et al v. ZTE (USA) Inc. et al	2-16-cv-00993	TXED	6-Sep-16
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-16-cv-00994	TXED	6-Sep-16
Uniloc USA, Inc. et al v. Google, LLC	2-17-cv-00214	TXED	20-Mar-17
Uniloc USA, Inc. et al v. Google Inc.	2-17-cv-00224	TXED	22-Mar-17
Uniloc USA, Inc. et al v. Amazon.com, Inc. et al	2-17-cv-00228	TXED	24-Mar-17
Uniloc USA, Inc. et al v. Google, LLC	2-17-cv-00231	TXED	26-Mar-17
Uniloc USA, Inc. et al v. Cisco Systems, Inc.	2-17-cv-00527	WAWD	4-Apr-17
Uniloc USA, Inc. et al v. Riot Games, Inc.	2-17-cv-00275	TXED	6-Apr-17
Uniloc USA, Inc. et al v. Nexon America, Inc.	2-17-cv-00276	TXED	6-Apr-17
Uniloc USA, Inc. et al v. Square Enix, Inc.	2-17-cv-00302	TXED	12-Apr-17
Uniloc USA, Inc. et al v. Kik Interactive, Inc.	2-17-cv-00346	TXED	21-Apr-17
Uniloc USA, Inc. et al v. Kik Interactive, Inc.	2-17-cv-00347	TXED	21-Apr-17
Uniloc USA, Inc. et al v. Hike Ltd.	2-17-cv-00348	TXED	21-Apr-17
Uniloc USA, Inc. et al v. Hike Ltd.	2-17-cv-00349	TXED	21-Apr-17
Uniloc USA, Inc. et al v. RingCentral, Inc.	2-17-cv-00354	TXED	25-Apr-17

Schedule A-2

Name	Number	District	Filed
Uniloc USA, Inc. et al v. RingCentral, Inc.	2-17-cv-00355	TXED	25-Apr-17
Uniloc USA, Inc. v. Picis, Inc. (original case no. before consolidation, 6-16-cv-00465)	6-16-cv-00463	TXED	15-May-17
Uniloc USA, Inc. et al v. Google Inc.	2-17-cv-00465	TXED	1-Jun-17
Uniloc USA, Inc. et al v. Google Inc.	2-17-cv-00466	TXED	1-Jun-17
Uniloc USA, Inc. et al v. Google Inc.	2-17-cv-00467	TXED	1-Jun-17
Nutanix, Inc. v. Uniloc USA, Inc. et al	4-17-cv-03181	CAND	2-Jun-17
Uniloc USA, Inc. et al v. Hike Ltd.	2-17-cv-00475	TXED	6-Jun-17
Uniloc USA, Inc. et al v. Hike Ltd.	2-17-cv-00476	TXED	6-Jun-17
Uniloc USA, Inc. et al v. Kik Interactive, Inc.	2-17-cv-00481	TXED	7-Jun-17
Uniloc USA, Inc. et al v. Kik Interactive, Inc.	2-17-cv-00483	TXED	7-Jun-17
Riot Games, Inc. v. Uniloc USA, Inc. et al	8-17-cv-01050	CACD	15-Jun-17
Uniloc USA, Inc. v. Picis, Inc. (appealed from TXED 6-16-cv-00463, filed on 5/15/17)	17-2171	CAFC	16-Jun-17
Uniloc USA, Inc. et al v. Blackboard, Inc.	1-17-cv-00753	TXWD	11-Aug-17
Uniloc USA, Inc. et al v. Infor, Inc.	3-17-cv-02119	TXND	11-Aug-17
Amazon.com, Inc. et al v. Uniloc USA, Inc. et al	2-17-cv-01307	WAWD	29-Aug-17
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-17-cv-00650	TXED	15-Sep-17
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-17-cv-00651	TXED	15-Sep-17
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-17-cv-00652	TXED	15-Sep-17
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-17-cv-00707	TXED	20-Oct-17
Uniloc USA, Inc. et al v. Apple Inc.	2-17-cv-00708	TXED	20-Oct-17

Schedule A-3

Name	Number	District	Filed
Uniloc USA, Inc. et al v. HTC America, Inc.	2-17-cv-01558	WAWD	20-Oct-17
Uniloc USA, Inc. et al v. Exclusive Group LLC d/b/a Binatone North America	1-17-cv-03962	INSD	27-Oct-17
Uniloc USA, Inc. v. ADP, LLC et al (appealed from TXED 2-16-cv-00393, filed on 4/12/16) (appeal consolidated with Appeal No. 18-1448)	18-1132	CAFC	1-Nov-17
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-17-cv-00736	TXED	9-Nov-17
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-17-cv-00737	TXED	9-Nov-17
Uniloc USA, Inc. et al v. Motorola Mobility, LLC	1-17-cv-01658	DED	15-Nov-17
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-17-cv-00746	TXED	16-Nov-17
Uniloc USA, Inc. et al v. Apple Inc.	3-18-cv-00360	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	3-18-cv-00365	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	4-18-cv-00361	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	4-18-cv-00362	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	4-18-cv-00364	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc. (previously filed in TXED as case no. 2-17-cv-00258)	5-18-cv-00357	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	3-18-cv-00358	CAND	17-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	3-18-cv-00363	CAND	18-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	3-18-cv-00572	CAND	26-Jan-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00158	TXWD	22-Feb-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00159	TXWD	22-Feb-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00161	TXWD	22-Feb-18

Schedule A-4

Name	Number	District	Filed
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00163	TXWD	22-Feb-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00164	TXWD	22-Feb-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00166	TXWD	22-Feb-18
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-18-cv-00040	TXED	23-Feb-18
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-18-cv-00041	TXED	23-Feb-18
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-18-cv-00042	TXED	23-Feb-18
Uniloc USA, Inc. et al v. Samsung Electronics America, Inc. et al	2-18-cv-00044	TXED	23-Feb-18
Uniloc USA, Inc. et al v. Logitech Inc. et al	5-18-cv-01304	CAND	28-Feb-18
Uniloc USA, Inc. et al v. LG Electronics USA, Inc. et al	3-18-cv-00557	TXND	9-Mar-18
Uniloc USA, Inc. et al v. LG Electronics USA, Inc. et al	3-18-cv-00559	TXND	9-Mar-18
Uniloc USA, Inc. et al v. LG Electronics USA, Inc. et al	3-18-cv-00560	TXND	9-Mar-18
Uniloc USA, Inc. et al v. LG Electronics USA, Inc. et al	3-18-cv-00561	TXND	9-Mar-18
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-18-cv-00072	TXED	13-Mar-18
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-18-cv-00073	TXED	13-Mar-18
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-18-cv-00074	TXED	13-Mar-18
Uniloc USA, Inc. et al v. Huawei Device USA, Inc. et al	2-18-cv-00075	TXED	13-Mar-18
Uniloc USA, Inc. et al v. Amazon.com, Inc.	2-18-cv-00080	TXED	15-Mar-18

Schedule A-5

Name	Number	District	Filed
Uniloc USA, Inc. et al v. Amazon.com, Inc.	2-18-cv-00081	TXED	16-Mar-18
Uniloc Luxembourg SA et al v. Amazon.com, Inc.	2-18-cv-00091	TXED	22-Mar-18
Uniloc Luxembourg SA et al v. Amazon.com, Inc.	2-18-cv-00092	TXED	22-Mar-18
Uniloc USA, Inc. et al v. Amazon.com, Inc.	2-18-cv-00123	TXED	31-Mar-18
Uniloc USA, Inc. et al v. Apple Inc.	1-18-cv-00293	TXWD	9-Apr-18
Uniloc USA, Inc. et al v. Ubisoft, Inc.	3-18-cv-02375	CAND	19-Apr-18
Uniloc USA, Inc. v. E-MDS, Inc. (appealed from TXED 6-14-cv-00625, filed on 7/18/14)	18-1893	CAFC	27-Apr-18
Uniloc USA, Inc. et al v. Apple Inc. (appealed from CAND 3-18-cv-00358, filed on 1/17/18)	18-2094	CAFC	20-Jun-18

Schedule A-6

EXHIBIT U

AMENDED AND RESTATED NOTE PURCHASE AND SECURITY AGREEMENT

This Amended and Restated Note Purchase and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of November 16, 2018 (the "Effective Date") by and between Uniloc 2017 LLC, a Delaware limited liability company ("Company"), and CF Uniloc Holdings LLC, a Delaware limited liability company, as the purchaser ("Purchaser") and as the collateral agent (in such capacity, "Collateral Agent"). The parties hereto are sometimes referred to herein as a "Party" or, collectively, as the "Parties".

RECITALS

WHEREAS, the Parties are party to that certain Note Purchase and Security Agreement, dated as of May 3, 2018 (the "Original Note Purchase Agreement"), pursuant to which Purchaser purchased (the "Note Purchase") from Company promissory notes in the form attached as Exhibit A (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Notes") in an aggregate principal amount of \$54,241,109 (the "Note Purchase Amount"); and

WHEREAS, the Parties have agreed to amend and restate the Original Note Purchase Agreement in its entirety as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT**1. DEFINITIONS.**

1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means with respect to any Person, a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members; provided, however, that (i) none of Parties or their parent companies or Affiliates shall be deemed to be an Affiliate of any Party or its parent company or Affiliates and (ii) none of Parties or their parent companies or Affiliates shall be deemed to be an Affiliate of Company or any of its Affiliates.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in The City of New York.

"Change of Control" means at any time, any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act of 1934, as amended) shall have acquired beneficial ownership of more than 50% on a fully diluted basis of the voting and/or economic interest in the equity interests of Company or shall have obtained the power (whether or not

Collateral Agent, and Company will pay the costs of filing the same in all public offices within the United States where Collateral Agent deems necessary or desirable.

4.4 Impairment of Collateral. No impairment of, injury to, or loss or destruction of any of the Collateral shall relieve Company of any of the Secured Obligations, except as may be specifically provided otherwise herein.

4.5 Return of Collateral. Upon payment in full of the Notes and any other amounts due hereunder, Collateral Agent shall release its security interest in, and return to Company, all Collateral hereunder.

4.6 Further Assurances. Company agrees that at any time and from time to time, at its expense, Company will promptly execute and deliver all further instruments and documents, and take all further action that Collateral Agent may request, in order to perfect and protect the security interests granted or purported to be granted hereby and to enable Collateral Agent or Purchaser to exercise and enforce its rights and remedies hereunder with respect to any Collateral within the United States, which instruments and documents shall include, without limitation, any and all necessary or appropriate filings with the U.S. Patent and Trademark Office.

4.7 Collateral Agent Appointed Attorney-in-Fact. Subject to Section 4.8, Company hereby irrevocably appoints Collateral Agent as Company's attorney-in-fact, with full authority in the place and stead of Company and in its name or otherwise, from time to time in Collateral Agent's discretion and without notice to Company, to take any action and to execute any instrument which Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including without limitation, to receive, endorse and collect all instruments made payable to Company representing any interest payment, principal payment or other payment in respect of the Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Agreement. Collateral Agent may not exercise the power of attorney granted to it this Section 4.7, except as expressly permitted in Section 4.8.

4.8 Collateral Agent May Perform. Upon the occurrence and during the continuance of an Event of Default and only after Collateral Agent provides written notice to Company of such Event of Default, Collateral Agent may exercise the power of attorney granted to it in Section 4.7 to (but shall not be obligated and shall have no liability to any Person for failure to) itself perform, or cause performance of, this Agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by Company.

4.9 Intellectual Property. As to Collateral in the form of intellectual property ("Intellectual Property Collateral"):

(a) Subject to Section 4.9(e), with respect to each item of the Intellectual Property Collateral, Company agrees to take, at its expense, all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authority within the United States, to (i) maintain the validity and enforceability of such Intellectual Property Collateral and maintain such Intellectual Property Collateral in full force and effect and (ii) pursue the registration and maintenance of each trademark or copyright registration or application, now or hereafter included in

such Intellectual Property Collateral. Subject to Section 4.9(e), Company shall not, without the written consent of Collateral Agent, discontinue use of or otherwise abandon or fail to pursue the registration or maintenance of any Intellectual Property Collateral.

(b) [Reserved]

(c) Company has executed and delivered an agreement, in substantially the form set forth in Exhibit C hereto (an “Intellectual Property Security Agreement”), for recording the security interest granted hereunder to Collateral Agent, for the benefit of Purchaser, in such Intellectual Property Collateral with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authorities within the United States necessary to perfect the security interest hereunder in such Intellectual Property Collateral.

(d) Company agrees that should it obtain an ownership interest in any items that would constitute Intellectual Property Collateral that is not on the date hereof a part of the Intellectual Property Collateral (“After-Acquired Intellectual Property”), (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto. Company shall give prompt written notice to Collateral Agent identifying the After-Acquired Intellectual Property, and Company shall execute and deliver to Collateral Agent an Intellectual Property Security Agreement covering such After-Acquired Intellectual Property, which Intellectual Property Security Agreement shall be recorded with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authorities within the United States necessary to perfect the security interest hereunder in such After-Acquired Intellectual Property.

(e) Subject to Sections 4.7-4.8 and 8, but notwithstanding anything else to the contrary herein, Company has and retains all rights in all Patents owned, controlled, or exclusively licensed by Company, and has sole authority and discretion regarding the exercise of all rights under such Patents, including the prosecution, maintenance, use, right to exclude, disposition, licensing, and enforcement (including the settlement of any litigation) of such Patents, and nothing in this Agreement is intended to or shall be construed as limiting or providing Collateral Agent or any other Person with the right to control or limit Company’s exercise of its rights under such patents and patent applications.

5. REPRESENTATIONS AND WARRANTIES OF COMPANY. Company hereby represents and warrants to Purchaser as follows:

5.1 Organization, Good Standing and Qualification. Company is a limited liability company duly organized, validly existing and in good standing under, and by virtue of, the laws of the State of Delaware and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as presently proposed to be conducted. Company is qualified to do business in each jurisdiction where failure to be so qualified would have a material adverse effect on its financial condition, business or operations.

6.2 Purchase for Own Account. Each Note issued to Purchaser has been or will be acquired by Purchaser for its own account, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.

6.3 Exempt from Registration; Restricted Securities. Purchaser understands that the sale of the Notes will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), on the grounds that the sale provided for in this Agreement is exempt from registration under the Securities Act, and that the reliance of Company on such exemption is predicated in part on Purchaser’s representations set forth in this Agreement. Purchaser understands that the Notes are restricted securities within the meaning of Rule 144 under the Securities Act, and must be held indefinitely unless they are subsequently registered or an exemption from such registration is available.

6.4 Accredited Investor. Purchaser is an “accredited investor” within the meaning of Rule 501 of Regulation D of the Securities and Exchange Commission.

7. **COVENANTS.** The following covenants shall apply so long as any Notes remain outstanding:

7.1 Negative Covenants. Subject to Section 4.9(e), Company shall not, without the prior written consent of Purchaser, take any of the following actions:

(a) create, incur, assume or suffer to exist any Lien on or with respect to any of its assets constituting Collateral, whether now owned or hereafter acquired, except Liens created hereunder in favor of Collateral Agent, for the benefit of Purchaser (collectively, “Permitted Liens”);

(b) create, incur, assume or suffer to exist any debt for borrowed money, except the Notes issued hereunder;

(c) merge into or consolidate with any Person or permit any Person to merge into it, or enter into transaction which would constitute a liquidation, Change of Control or sale of all or substantially all of the assets of Company;

(d) sell, lease, transfer or otherwise dispose of all or substantially all of its assets or, without the written consent of Collateral Agent, any of its assets constituting Collateral;

(e) enter into any transactions with Affiliates, except for (x) transactions entered into on arm’s-length terms and (y) the transactions contemplated by the Transaction Documents and any amendments to the Transaction Documents agreed to by the parties thereto;

(f) amend its certificate of formation or its Operating Agreement; or

(g) change its name, type of organization, jurisdiction of organization, organizational identification number or location from those as of the Effective Date without first giving at least ten (10) days’ prior written notice to Collateral Agent and taking all

action required by Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement.

7.2 Affirmative Covenant. Subject to the provisions set forth in the Operating Agreement, Company shall use its best efforts to pursue any *bona fide* claim (including any claim for indemnification) under the Purchase Agreement in accordance with its terms. Company shall, in accordance with Section 3.9, apply any Net Proceeds obtained in connection with such claims towards the repayment of the Outstanding Balance.

7.3 Use of Proceeds. Company shall use the proceeds of the Note Purchase to fund working capital requirements of Company and for other general corporate purposes. No proceeds will be used to repay any existing indebtedness for borrowed money without the prior written consent of Purchaser.

7.4 Certain Acknowledgements.

(a) The relationship between Purchaser, on the one hand, and Company, on the other hand, is solely that of creditor and debtor. No party hereto has any fiduciary relationship or duty to any other party hereto arising out of or in connection with, and there is no agency, tenancy or joint venture relationship between the parties hereto by virtue of, any Note Document or any transaction contemplated therein.

(b) The Parties hereby expressly acknowledge that certain affiliates of Collateral Agent and Purchaser (collectively, "Investor Parties") are indirect equity owners of Company. Notwithstanding any common ownership and/or control between Investor Parties, on the one hand, and Company, on the other hand, (i) the parties hereto acknowledge and agree that: (x) Collateral Agent and Purchaser, on the one hand, and Company, on the other hand, are separate and distinct legal entities and (y) Collateral Agent and Purchaser may exercise all the rights, privileges and benefits of the holder of the Notes and enforce all remedies and other provisions under the Note Documents without regard to the fact that any of Investor Parties is an indirect equity owner of Company; (ii) to the maximum extent permitted by applicable law, (x) Company hereby waives and releases any and all defenses, affirmative defenses, set-offs, claims, counterclaims or causes of action of any kind of nature that Company or any member or beneficial interest owner of Company may have against Collateral Agent and/or Purchaser relating to the Notes or to the Note Documents, or the enforcement by Collateral Agent and/or Purchaser of its rights and remedies thereunder, arising by reason of the fact that any of Investor Parties is an indirect equity owner of Company and (y) Company waives any and all defenses, affirmative defenses, set-offs, claims, counterclaims or causes of action of any kind of nature that Company may have against Investor Parties arising by reason of the fact that Collateral Agent and/or Purchaser is acting in its capacity as the administrative agent and as lender under the Notes; and (iii) Company covenants and agrees never to institute or cause to be instituted or continue prosecution of any suit or cause of action or proceeding of any kind or nature whatsoever against Collateral Agent and/or Purchaser in contravention of the foregoing.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Note Purchase and Security Agreement to be effective as of the date first above written.

UNILOC 2017 LLC

By: _____

Name: _____

Title: _____

**CONSTANTINE M. DAKOLIAS
PRESIDENT**

[Signature Page to Amended and Restated Note Purchase and Security Agreement]

CF UNILOC HOLDINGS LLC,
as Purchaser and as Collateral Agent

By: _____

Name:

Title:

CONSTANTINE M. DAKOLIAS
PRESIDENT

[Signature Page to Amended and Restated Note Purchase and Security Agreement]

EXHIBIT V

deposition, Uniloc 2017 shall produce all relevant documents in that designee's possession or custody.

DATED: July 19, 2019

/s/ Michael E. Jones

Michael E. Jones

State Bar No. 10929400

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Attorney for Defendant Google LLC in all above-captioned cases

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*Attorney for Defendant Google LLC in Civil Case Nos.
2:18-CV-00497, 2:18-CV-00499, 2:18-CV-00501,
2:18-CV-00552*

TOPICS

TOPIC NO. 1:

The relationships between any Uniloc Entities, between any Fortress Entities, and/or between any combination of Uniloc Entities and Fortress Entities.

TOPIC NO. 2:

Any agreements between Fortress Entities, including any amendment, modification, supplementation, abrogation, or termination of any such agreements.

TOPIC NO. 3:

Any agreements between Uniloc Entities, including any amendment, modification, supplementation, abrogation, or termination of any such agreements.

TOPIC NO. 4:

Any agreements between any combination of Fortress Entities and Uniloc Entities, including any amendment, modification, supplementation, abrogation, or termination of any such agreements.

TOPIC NO. 5:

Each person or entity having an ownership interest in Uniloc 2017 or Uniloc USA, or any other non-public parent companies, direct or indirect, of Uniloc 2017 or Uniloc USA, including the amount or percentage of each person's or entity's interest since the formation of Uniloc 2017 or Uniloc USA to the present.

TOPIC NO. 6:

The formation of Uniloc 2017 LLC and Uniloc USA.

TOPIC NO. 7:

Uniloc USA's and Uniloc 2017's officers, directors, and executives from their formation to the present.

TOPIC NO. 8:

Uniloc USA's and Uniloc 2017's corporate structure, including any relationship to Uniloc Corporation PTY Limited, Uniloc Lux, CF Uniloc, Fortress Investment, Fortress, Uniloc USA, Uniloc 2017, Uniloc Management LLC, and Fortress Credit Corp.

TOPIC NO. 9:

Communications between any Uniloc Entity and any other party relating to the possibility of patent litigation, including any actual or potential patent litigation against Google and the Uniloc 2017-Google litigations.

TOPIC NO. 10:

All licensees, assignees, or other rightsholders of any of the Asserted Patents or Related Patents and the specific rights held by each such person or entity from September 15, 2018 to the present.

TOPIC NO. 11:

CF Uniloc's rights in any Asserted Patent or Related Patents from September 15, 2018 to the present.

TOPIC NO. 12:

All facts supporting Uniloc USA's or Uniloc 2017's claim that it has standing to bring the Uniloc 2017-Google litigations.

TOPIC NO. 13:

Any royalty obligations or milestones in any agreement between any Uniloc Entity and any Fortress Entity, including any communications about such obligations or milestones.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

UNILOC 2017 LLC,

Plaintiff,

v.

GOOGLE LLC,

Defendant.

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Civil Case No. 2:18-cv-491, -492, -493,
-494, -495, -496, -497, -499, -500,
-501, -502, -503, -504, -548, -550, -551,
-552, -553

**ORDER GRANTING DEFENDANT GOOGLE LLC’S MOTION TO DISMISS FOR
LACK OF STANDING AND IMPROPER VENUE**

Before the Court is Defendant Google LLC’s Motion to Dismiss for Lack of Standing and Improper Venue (“Motion”). Having reviewed and considered the Motion and all related briefings, the Court finds that it should be GRANTED.

IT IS THEREFORE ORDERED that Google LLC’s Motion to Dismiss for Lack of Standing and Improper Venue is GRANTED.